

Memorandum of Understanding

Between

The City of Laguna Beach

and

**The Laguna Beach Firefighters Association,
Local 3684**

July 1, 2024 - June 30, 2027

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1. INTRODUCTION

This Memorandum of Understanding (“MOU”) has been reached and prepared after meeting and conferring in good faith between the City and representatives of the Association, pursuant to the provision of Government Code §3500 et seq.

2. TERM & REOPENER

This MOU shall remain in full force and effect from July 1, 2024 until June 30, 2027.

3. RECOGNITION

3.1 Exclusive Representative

The City recognizes the Laguna Beach Firefighters Association, Local 3684 (the Association) as the exclusive representative for employees of the Fire Department in the classifications of Firefighter, Fire Engineer and Fire Captain.

3.2 Dues Deductions

The Association shall notify the City, in writing, as to the amount of dues uniformly required of all employees who elect to be members of the Association. The City will deduct dues from members of the Association and will remit it to the Association. Association membership dues shall be deducted by the City from the pay checks/direct deposits of such members.

It is the Association’s responsibility to inform Human Resources as to which members of the bargaining unit are members of the Association. The Association shall inform Human Resources in writing of any changes in the membership status of any Association members. Employee requests to cancel or change deductions shall be directed to the Association.

3.3 Maintenance of Membership

Any employee in the Bargaining Unit, who has authorized Association payroll dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement, shall continue to have such Association dues deductions made by the City during the term of this MOU.

4. PRE-DISCIPLINARY PROCEDURES AND DISCIPLINE

4.1 Policy

Prior to the discharge, demotion or pay reduction for disciplinary purpose, or suspension of any regular employee (i.e., an employee who has completed a probationary period) pursuant to provisions of the Personnel Ordinance (Ordinance 815 – Chapter 2.24 of the Laguna Beach Municipal Code) and the Personnel Rules, the following procedure shall be complied with.

4.2 Written Notice

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action(s) and the charge(s) being considered.

4.3 Employee Review

The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and will be supplied with a copy of the documents.

4.4 Employee Response

Within ten (10) calendar days after the employee has had the review opportunity provided above, they shall have the right to respond, orally or in writing, or both, at the employee's option, to the appointing authority concerning the proposed action.

4.5 Temporary Leave With Pay

Notwithstanding the provisions of this section, upon the recommendation of the Director of Human Resources & Risk Management, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

4.6 Representation

In the above procedure, the employee may be represented by a representative of the employee's choice who is not involved in the matter.

4.7 Right to Appeal

Any regular employee in the competitive service shall have the right of appeal. The appeal shall be conducted in accordance with the provisions of the Firefighter Procedural Bill of Rights Act as set forth in California Government Code §§ 3250 through 3262. The disciplinary appeal process is set forth in Appendix A to this MOU.

5. GRIEVANCE PROCEDURE

5.1 Matters Subject to Grievance Procedure

A grievance shall be a claim, filed by the Association or an employee on their own behalf, contending that the City has violated or misapplied an obligation expressed and written in the Personnel Ordinance (Ordinance 815 – Chapter 2.24 of the Laguna Beach Municipal Code) or the Personnel Rules.

5.2 Informal Grievance Procedure

The informal grievance procedure may be utilized to resolve grievances by an employee or group of employees having to do with specific working conditions, safety, unfair treatment, or discrimination. Every effort shall be made to resolve

a grievance through discussion between the employee(s) and their immediate supervisor. If the Association is the grievant, the Association may discuss the grievance with a Battalion Chief or Division Chief. If, after such discussion, the employee or Association does not feel that the grievance has satisfactorily been resolved, they or it shall have the right to discuss the matter with the supervisor's supervisor, if any, within the departmental organization. Otherwise, the employee or Association shall have the right to discuss the matter with the Fire Chief. A grievant must present/file a grievance within thirty (30) calendar days of the later of (1) the occurrence giving rise to the grievance or (2) the time within which the grievant (either the employee or the Association) knew or should have known of the occurrence.

5.3 Formal Grievance Procedure

If the Grievant is not in agreement with the decision rendered in the informal grievance procedure, they will have the right to present a formal grievance, in writing, to the Fire Chief. If such a formal grievance has not been submitted within ten (10) regular work business days from the date of receiving the informal decision, the informal decision shall be considered as final.

When discussing the formal grievance with the Fire Chief, the employee or Association shall have the right to appear with their representative who may also participate in the discussion. The Fire Chief shall review it, render their decision and comments in writing and return them to the employee within ten (10) regular business days after receiving the formal grievance. If the employee or Association does not agree with the decision reached, they may present an appeal in writing to the City Manager within ten (10) regular business days. Failure of the employee or Association to take further action within ten (10) regular business days after receipt of the decision of the Fire Chief will constitute withdrawal of the grievance.

5.4 Appeal to the City Manager

Upon receipt of an appeal, the City Manager or their representative shall discuss the grievance with the employee or Association, the representative, if any, and other appropriate persons. The City Manager may designate a fact-finding committee, an individual not in the normal line of the employee's supervision, or the City Attorney to render advice concerning the appeal. Within fifteen (15) regular business days, the City Manager shall render a formal decision, in writing, to the employee. Such decision shall be considered as final.

5.5 Extension of Time Limitations

Any or all of the time limitations mentioned above with reference to the filing and response may be extended by mutual agreement between the employee and the City.

6. SALARY AND COMPENSATION

6.1 Pay Plan Structure

The basic pay range for all classifications shall consist of monthly salary steps, each approximately 5% greater than its predecessor.

6.2 Advancement Through the Pay Plan

The numbers 1, 2, 3, 4, 5, 6, 7 and 8 respectively denote the various steps in the pay range.

Salary Step 1, an entry-level step, shall be paid upon the initial employment and for a period of six months from the anniversary date.

Upon recommendation of the Fire Chief, initial employment at a salary step other than entry level may be authorized by the City Manager when a particularly difficult recruiting problem for a class is found to exist.

Salary Step 2 will be paid after six months at Salary Step 1 where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Fire Chief and approval of the City Manager.

Salary Step 3 (as well as movement through the remaining salary steps) will be paid upon completion of one year of employment in Salary Step 2 (and the subsequent steps on the salary schedule) where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Fire Chief and approval of the City Manager.

In the case of an employee employed or re-employed at any step above Step 1, said employee may be advanced to the next higher step in their range no sooner than one year from the anniversary date of their employment. However, an employee may be advanced on the salary range more quickly based on exceptional performance at the discretion of the City Manager.

6.3 Compensation on Promotion

Employees in this unit shall receive a step at least 5% above the step in the lower range. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion. An employee who, on their salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which they are entitled, and then the higher step as provided in this section.

6.4 Compensation on Demotion

Any employee who is demoted to a position in a class with a lower salary range shall have their salary reduced to the salary step in the range for the lower class, which is:

6.4.1 Disciplinary Demotion

To any designated salary step in the lower range which is at least one step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established.

6.4.2 Non-disciplinary Demotion

To that salary in the dollar amount they would have received in that lower class if their services had been continuous in said lower class. They shall retain their current anniversary date.

6.5 Compensation When Acting Out of Classification

“Acting Pay” for a Firefighter acting as an Engineer or Engineer acting as a Captain shall be 10% of the employee’s current base pay. “Acting Pay” for a Firefighter acting as a Captain shall be 15% of the employee’s current base pay. “Acting Pay” for a Captain acting as a Battalion Chief shall be 10% of the employee’s current base pay. In each case, acting pay shall be paid for actual hours worked, starting with the first hour worked.

The parties agree that to the extent permitted by law, the compensation for acting out of classification is special compensation for “classic member” employees and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay. This pay shall not be reported for “new members” as defined under PEPR. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

6.6 Compensation on Position Reclassification

The salary of an employee in a position that is reclassified shall be determined as follows: if the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

If the position is reclassified to a class with a higher salary than the previous class, and if the incumbent is appointed to the reclassified position, the salary of such employee shall be the comparable step in the higher classification, (and retain the current anniversary date) or the amount provided by Section 6.3, whichever is less.

- 1) If the position is reclassified to a class with a lower salary than the previous class, and if the incumbent is appointed to the reclassified position, their salary shall not change. If the employee’s salary is greater than the maximum step of the lower salary range, their salary shall be “Y rated” until such time as any general cost-of-living increases, equity adjustments, or other salary increases result in the monthly salary appropriate for the class. The employee’s salary

anniversary date shall not change and they shall not be required to serve a new probationary period.

6.7 Salary

The salary ranges for classifications covered by this agreement shall be in accordance with the City's salary schedule. The pay range for Firefighter is Range 100, the pay range for Fire Engineer is Range 110 and the pay range for Fire Captain is Range 122.

Effective September 30, 2024, all employees in the unit shall receive a four percent (4.0%) salary increase in their monthly base salary in effect at that time.

Effective the pay period that includes July 1, 2025, all employees in the unit shall receive a four percent (4.0%) salary increase in their monthly base salary in effect at that time.

Effective the pay period that includes July 1, 2026, all employees in the unit shall receive a three percent (3.0%) salary increase in their monthly base salary in effect at that time.

6.8 Paramedic Status

6.8.1 Classification

Employees who were paramedics at the time of hire on or after January 1, 1999, must maintain that status irrespective of rank as a condition of employment with the Fire Department unless granted permission to discontinue working as a paramedic for the City by the Fire Chief, at their sole discretion, at which time they are no longer eligible for paramedic pay as outlined in 6.8.2.

6.8.2 Pay

The premium for Firefighter Paramedics, Fire Paramedic Engineers, or Fire Paramedic Captains shall be equal to ten percent (10%) of the top salary step (base pay) of the Fire Engineer classification as it is adjusted from time to time.

Firefighter Paramedics, Fire Paramedic Engineers, and Fire Paramedic Captains shall receive a bonus equal to twelve and one-half percent (12.5%) of the top salary step of the Fire Engineer classification upon submission of proof of the first renewal of paramedic license (i.e., paramedic recertification) through the State of California.

A bonus equal to fifteen percent (15%) of the top salary step of the Fire Engineer classification shall be provided upon submission of proof of second renewal of paramedic license (i.e., paramedic recertification).

The parties agree that to the extent permitted by law, the compensation for paramedic pay is special compensation and shall be reported (for both classic and new members) as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1 (b)(2) Paramedic Pay. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

A bonus of two hundred dollars (\$200) every two years shall also be paid upon submission of proof of successful renewal of their paramedic license, assuming the employee has maintained continuous paramedic status.

6.9 Administrative Captain

An employee in the position of Administrative Captain will be subject to the following:

1. Effective September 30, 2024, they will receive Staff Assignment Pay (SAP) of ten percent (10%) of the employees' base salary (Top Step Fire Captain). The parties agree that to the extent permitted by law, the compensation Staff Assignment Pay is special compensation and shall be reported (for both classic and new members) as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1 (b)(3) Fire Staff Premium. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.
2. If the selected employee is receiving paramedic pay at the time of selection to the Administrative Fire Captain position, they will continue receiving paramedic pay. _____
3. They will continue to receive all education and specialty pays they are currently receiving and can obtain future education and specialty pay that are available to all Fire Captains in the MOU.
4. They shall be able to receive Exceptional Performance Pay (EPP). _____
5. They shall have the ability to work operational overtime during weekends and after scheduled work hours. OT pay will be calculated at the employee's current assignment pay rate.
6. They may be required to work Administrative overtime for the good of the department and/or the City.

7. They may be asked to flex or shift a scheduled workday to assist with a department and/or City event and will work upon agreement of Captain and Fire Chief.
8. They shall have a shared vehicle available for Department/City business during work hours.
9. They shall be provided a designated office space.

6.10 Fire Certification Pays

1) Members of the bargaining unit are eligible for the following:

- a. Two and one half percent (2.5%) of base salary for being a Certified Firefighter II. This requires the completion of the following coursework.
 - Firefighter II
 - Emergency Medical Technician or Paramedic

2) Members of the bargaining unit are eligible for the following:

- a. Two and one half percent (2.5%) of base salary (which is in addition to the 2.5% the employee can earn for being certified as a Firefighter II) for being certified as a Firefighter Technician or Wildland Technician. The employee can receive a maximum of 2.5% for having either the Firefighter Technician or Wildland Technician certifications.
 - i. The Firefighter Technician requires the completion of the following coursework.
 - Certified Firefighter II
 - Vehicle Extrication
 - Rescue Systems I
 - Driver Operator 1A
 - Driver Operator 1B
 - ii. The Wildland Technician requires the completion of the following coursework.
 - Certified Firefighter II
 - S-215: Fire Operations in the Urban Interface
 - S-230: Crew Boss Single Resource

- S-231: Engine Boss Single Resource
- S-290: Intermediate Wildland Fire Behavior
- ICS 300: Intermediate Incident Command

3) Members of the bargaining unit are eligible for the following:

Two and one half percent (2.5%) of base salary (which is in addition to the 2.5% the employee can earn for being certified as a Firefighter II and the additional 2.5% the employee can earn for being a Firefighter Technician or Wildland Technician) for being certified as a Fire Officer. The City will accept the Fire Officer Certification and/or the completed course for Fire Officer that was earned or completed prior to January 1, 2017, as well as the curriculum taken to achieve that certification or completion of the course work for the certification taken after January 1, 2017. To receive this 2.5% certification pay, the employee must be employed at the rank of firefighter or above for at least five (5) years.

4) Per paragraphs 1-3 above, employees may receive up to a maximum of 7.5% for certification pays. In addition, the parties agree that to the extent permitted by law, the compensation for the certifications in this section is special compensation and shall be reported as such (for classic and new members) pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1 (b)(2) Educational Incentive Pay. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Payment of certification pays set forth above shall be made on a bi-weekly basis.

6.11 Direct Deposit

All employees represented by the Association shall participate in the City's Direct Deposit Program.

6.12 Average Paychecks

A fulltime employee assigned to a shift duty shall be compensated at the equivalent of an average fifty-six (56) hours per week, or one hundred twelve (112) hours biweekly for salary and benefits. Computations for salary, vacation, sick leave, premium pay, CalPERS retirement benefits, and specialty pay shall be based upon the average weekly hours of fifty-six (56) hours per week, or one hundred twelve (112) hours per pay period. Employees on leave without pay shall have twenty-four (24) hours deducted from the one hundred twelve (112) hours biweekly pay for each work shift not worked during the pay period. Employees appointed other than at the beginning of a pay period, or separated other than at the end of a pay period shall be paid for actual hours worked or a maximum of one hundred twelve (112) hours, whichever is less. However, if any employee is on leave without pay for an entire pay period, no compensation shall be due.

The City and the Association have reviewed and considered the above method of paying employees based on average work week and the parties believe it meets the federal statutes as related to the Fair Labor Standards Act.

If it is determined by a court of competent jurisdiction or if a federal regulatory agency issues an opinion that the above method of paying employees based on an average work week is in violation of federal statutes, both parties agree this section shall be deemed annulled and the City shall return to the previous method of paying employees.

7. VACATION

7.1 Vacation Accrual

Each full time employee on a 56 hour work week shall accrue vacation leave with pay as follows:

<u>Length of Service</u>	<u>Vacation Accrual</u>
0-5 years	4.85 hrs. bi-weekly
6-9 years	7.62 hrs. bi-weekly
10+ years	9.47hrs. bi-weekly

Vacation time accrues from the date of hire at bi-weekly rates consistent with the above schedule.

On June 24, 2013, all then current vacation accruals were placed in a bank entitled the "Original" Bank. Once the Original Bank was established, no additional vacation accruals were or may be deposited into that Original Bank. Vacation in the Original Bank may be used in accordance with Section 7.2 of this Article or cashed out in accordance with Section 7.3 of this Article at the employee's hourly rate as of June 23, 2013.

On June 24, 2013, a new vacation accrual bank entitled the "New Bank" was created. In the first pay period in December of each ensuing year, employees will be paid for any vacation in the bank above 400 hours at their current hourly rate.

In accordance with Sections 7.2 and 7.3, employees may still use their vacation (both banks) and request pay for vacation time. However, for each employee, once the original bank has been depleted, it will be closed.

All accrued hours in both the Original Bank and the New Bank shall be clearly shown on each Employee's Bi-Weekly Pay Documents and each employee's rate of pay that was in effect on June 23, 2013, shall be communicated to each

employee in a formal letter from the City which shall be retained in each employee's personnel file for the duration of their career.

7.2 Use of Vacation

Vacation leave may be taken as it accrues. The dates of vacation leave may be selected by the employee but shall be approved by the department head who shall consider the wishes of the employee and the needs of the City.

Requests for more than one person off on vacation at a time will be granted only when other qualified personnel agree to work the overtime necessary to cover the vacancy, following the procedure for the filling of overtime.

If the overtime expenditure is expected to exceed \$500,000 (indexed to the annual across the board salary adjustments) in the fiscal year, the City reserves the right to make changes as the City deems appropriate to this vacation policy, however, the City will give thirty (30) days' notice to the Association prior to the implementation of any change.

The City will guarantee one person off on vacation per day. Exception: The initial request to use vacation will be denied if it causes a station closure at the time of the request. Otherwise, it will be granted as above.

The total amount of vacation time taken in one calendar year will not exceed the vacation accrual rate of all current fire department employees. Employees will be permitted to select not more than their annual accumulation of vacation at the time of the annual vacation selection process.

7.3 Payment for Unused Vacation

a. During Employment:

By December 15 of each year, employees may make an irrevocable election to cash out up to the maximum number of hours of vacation leave they can accrue per year that will be earned in the following calendar year at the same rate of pay had the employee used those vacation benefits to receive paid leaves of absence. In the following year, the employees can receive the cash for the vacation leave they irrevocably elected to cash out in either two (2) separate increments (in July and December) or one (1) increment (in December), the total of which shall not exceed the maximum they can accrue in a year, as follows. Thus, if the employees so desire, they could elect to be paid up to one half of what they irrevocably elected to cash out on the second pay day in July with the remainder being paid on the second pay day in December or the employees can elect to be paid the entire amount they irrevocably elected to cash out on the second pay day

in December. However, if an employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources & Risk Management for a payoff of up to one year's accrual of vacation irrespective of whether and to the extent the employee has made an irrevocable election in the preceding December. The amount of vacation which may be paid off is limited to the amount necessary to meet the emergency.

Notwithstanding the above, at any time employees may continue to elect to cause the monetary value of accrued vacation to be added to their 457 Deferred Compensation account, thereby reducing their accrued vacation balance accordingly.

- a. Upon Termination: Any employee who is about to terminate their employment and who has unused vacation time in either bank shall be paid for such vacation time in their final paycheck. As noted above, payment of vacation time in the original bank will be paid (as permitted by Labor Code section 227.3 with an agreement of the parties) at the employee's hourly rate as of June 23, 2013. It shall not be necessary to carry such employee on the payroll for the vacation period that is cashed out and the vacancy thus created may be filled at any time after the effective date of termination. When termination is caused by death of the employee, payment shall be made to the employee's designated beneficiary or in accordance with the law.

8. HOLIDAYS

8.1 Recognized Holidays

The following holidays shall be observed by the City of Laguna Beach:

- a) New Year's Day – January 1
- b) Martin Luther King, Jr. Birthday – 3rd Monday in January
- c) President's Day – 3rd Monday in February
- d) Memorial Day – Last Monday in May
- e) Juneteenth – June 19
- f) Independence Day – July 4
- g) Labor Day – 1st Monday in September
- h) Veterans Day – November 11
- i) Thanksgiving Day – 4th Thursday in November
- j) Day after Thanksgiving
- k) Christmas Day – December 25

8.2 Fire Department Employees

Shift personnel will be granted 145.2 hours of holiday time per fiscal year. 108 hours of the 145.2 hours the employee shall receive as payment. Since most new employees will start working on a day other than July 1 (the first day of the fiscal year), such new employees will be provided with a pro-rated amount of holiday hours based on their start date. The pro-rated amount will be determined by the number of full pay periods left in the fiscal year. For example, an employee who starts on November 19 would receive 16 pay periods of holiday leave, which is calculated as 16/26ths of 37.2 hours = 23 hours of holiday time.

The 37.2 hours given in time off shall be credited to the employee's vacation balance in the first pay period of each fiscal year. The 108 hours that the employee will receive in payment shall be added to the hourly rate. The employee's hourly rate shall be increased by 3.71%. For employees on light duty who work a 40 hour workweek, they are required to work on the holiday (even if City Hall is closed) or use vacation to cover the hours off on the holiday.

Except for employees assigned to suppression shifts, if a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday. If a holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday.

The parties agree that to the extent permitted by law, the payment for holidays provided above is special compensation and shall be reported as such (for classic and new members) pursuant to Title 2 CCR, Section 571(a)(5) and Section 571.1 (b)(4) Holiday Pay. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

9. SICK LEAVE

9.1 Sick Leave Accruals

Shift employees of the Fire Department accrue sick leave at the rate of 5.23 hours per pay period. . Sick leave may be accumulated without limit. Sick leave with pay can only be granted by the recommendation of the department head. Sick leave earned between June 13, 1988 and June 23, 2013 shall be used before sick leave earned prior to June 13, 1988 or after June 23, 2013. The Admin Captain (assigned 40 hours per week) shall accrue sick leave at the rate of 3.08 hours per pay period.

9.2 Evidence of Illness

When an employee uses sick leave for their own illness/injury, the department head may require certification from a medical provider verifying that the employee was sick.

9.3 Penalty for Sick Leave Abuse

When, in the judgment of the department head, the employee's reasons for being absent because of alleged sickness are inadequate, they shall indicate on the payroll time report that the absence was without pay. Denial of sick leave shall be subject to the grievance procedure. In addition, the Fire Chief may impose such disciplinary action as in their discretion seems warranted, following procedures set forth in Section 4.0 of the agreement.

9.4 Sick Leave and Temporary Disability

An employee who is entitled to temporary disability benefit payments may elect to take that number of hours or portions of hours of their accumulated sick leave, or their accumulated vacation, as when added to the disability benefit payment will result in an amount equal to the employee's full salary.

9.5 Sick Leave for Dependent Care

Employees in this unit shall be eligible to use accrued sick leave in accordance with the law to care for an ill parent (including parent in law), spouse, registered domestic partner child, grandparent, grandchild, sibling or designated person. The amount of sick leave which can be used for such purpose is one half of one year's annual accrued sick leave.

9.6 Illness While on Vacation

An employee who becomes ill while on vacation may have such period of illness charged to their accumulated sick leave instead of to vacation provided that:

- 1) Immediately upon return to duty, the employee submits to the department head a written request for sick leave and a written statement is signed by the employee's physician stating the nature and the date of the illness;

- 2) The department head recommends and the Director of Human Resources & Risk Management approves the granting of such sick leave.

9.7 Payment for Unused Sick Leave

Payment for unused and accrued sick leave will be available to be cashed into the City's retiree health savings (RHS) plan as set forth below in Section 14.7 of this MOU. The sick leave will be paid into the RHS (not to the employee as cash) upon death, retirement, disability or for service, resignation or layoff, but not if dismissed or terminated for cause.

- 1) For sick leave earned commencing June 13, 1988 through June 23, 2013 – one hundred percent (100%) at the employee's hourly rate as of June 23, 2013;
- 2) For sick leave earned on or after June 24, 2013 – fifty percent (50%) at the employee's hourly rate upon death, retirement, disability or for service, resignation or layoff, but not if dismissed or terminated for cause;
- 3) Upon separation from the City, any sick leave not cashed into the RHS can be converted to service credit per Section 13.1.4 of this MOU. The percentage used for conversion to service credit will be as set forth in paragraphs 1-2 above, i.e., based on when it was earned.
- 5) During employment, cash-in (into the RHS Plan) can be requested in October or May of each fiscal year. Sick leave not cashed in may be carried over for cash-in (into the RHS Plan) during October or May of future fiscal years. Cash-in (into the RHS Plan) may be made one additional time each year under extraordinary circumstances if approved by the Department Head and the Director of Human Resources & Risk Management.

9.8 Family Leave

The City shall provide family leaves as required by State and Federal law which to the extent permitted by law shall run concurrent with other leaves provided by the City.

9.9 Bereavement Leave

Whenever a fire department employee assigned to a 24 hour shift schedule is compelled to be absent from duty by reason of the death, or critical illness where death appears to be imminent, of either the members of the immediate family of the employee or domestic partner or the employee's spouse, such person shall be entitled to a maximum of two (2) shifts (48 hours) of Bereavement Leave with pay as to each such instance of death or critical illness, up to a maximum of 48 hours per calendar year. In instances involving extraordinary circumstances, an additional 48 hours may be granted, upon approval of the department head, with the proviso that such time will be deducted from accumulated sick leave.

Employees who have been with the City for at least thirty (30) days before the leave commences shall receive additional leave up to three (3) days without pay, in any one (1) instance (which must be used within three (3) months from the date of death and which days do not need to be taken consecutively), for bereavement leave related to the death of an immediate family member. Employees may use any paid vacation and accrued and available sick leave, which is otherwise available to the employee for this purpose.

Whenever a fire department employee assigned to a 40 hour work week schedule is compelled to be absent from duty by reason of the death, or critical illness where death appears to be imminent, of either the members of the immediate family of the employee or domestic partner or the employee's spouse, such person shall be entitled to a maximum of 24 hours of Bereavement Leave with pay as to each such instance of death or critical illness, up to a maximum of 48 hours per year. In instances involving extraordinary circumstances, an additional 48 hours may be granted, upon approval of the department head, with the proviso that such time will be deducted from accumulated sick leave.

"Immediate family" of the employee or the employee's spouse shall be construed to mean: father, mother, brother, sister, wife, husband, domestic partner, child, step-child, grandmother, grandfather or any relative of the employee or the employee's spouse residing in the employee's household for two or more years.

10. SALARY CONTINUANCE (4850 RULE)

The purpose of this rule is to provide a uniform policy and procedure for implementing Section 4850 of the State Labor Code which provides up to one year salary continuance for safety employees who cannot work due to job incurred injury or illness.

10.1 Definitions

- 1) Safety Employees – All employees covered by Labor Code Section 4850.
- 2) 4850 Pay – Compensation provided to safety employees pursuant to Section 4850 of the Labor Code.

10.2 Salary Continuance Policies and Procedures

- 1) If a safety employee is determined to be unable to work by a physician due to an on-the-job illness or injury, that employee shall be placed on 4850 pay.
- 2) The employee shall remain on 4850 pay until one of the following occurs:

- a. The employee has received 4850 pay for one year;
- b. The employee is released by a physician to return to work either with or without restrictions;
- c. The City in good faith determines the injury is not job related or that the employee is capable of assuming his regular assignment;
- d. The employee is determined to be permanently disabled from their normal occupation and an application for industrial disability retirement has been filed with the Public Employees' Retirement System. The City may provide advance disability pension payments pursuant to PERS law; or
- e. The employee voluntarily resigns their position with the City.

11. LIGHT/MODIFIED DUTY

When an employee is authorized by a physician to return to work with restrictions, the department head may assign and schedule the employee on a temporary basis to perform departmental duties from which the employee has not been restricted and which the employee has been found capable of performing. These duties need not be duties which are required or included as part of the employee's normal assignment. The employee shall suffer no reduction in salary or benefits upon such temporary assignments.

In the event an employee is placed on modified (light) duty, with restrictions as determined by a physician, the employee shall continue to work their normally assigned shift schedule until the next payroll period. At the commencement of the next payroll period, the employee shall be placed on a forty hour work schedule, Monday through Friday which coincides with the dates and times that City Hall is open (e.g., if the City maintains the 9/80 work schedule following the trial period, the employee will work a 9/80 work schedule, Monday – Friday 0730-1730 with alternating Fridays off). At that time, the benefits will be converted from a 56-hour shift schedule to a 40 hour shift schedule accrual basis such that vacation, sick leave, and holiday balances may be reduced by a factor of 1.4 (Example 56 divided by 1.4 = 40).

In the case of modified duty which does not extend into the next payroll period, the employee shall work on their normally assigned shift schedule, excluding weekends.

Upon release to full duty by a physician and at the beginning of the closes payroll period following, the employee shall be returned to the 56-hour schedule, and vacation, sick leave, and holiday balances shall be increased by a factor of 1.4 (Example 40 times 1.4 = 56).

The granting and continuation of modified duty shall remain entirely within the purview of Department Management. Industrial and non-industrial injuries will be considered for modified duty.

In accordance with California Labor Code section 4850, no disability indemnity shall be paid to any employee concurrently with wages or salary payments.

Employees on light duty who are absent from work for a physical therapy or doctor's appointment related to their injury are entitled to up to a maximum of four (4) hours off from work per week with pay for such appointments with supervisor approval. If such an employee needs more than four hours off during regular work hours, with supervisor approval, they may either flex the time off during the same workweek (i.e., work additional hours on another day during the week for the hours above four hours) or use accrued leave to cover the absence. The paid time off from work described in this paragraph must be related to the workers' compensation injury or illness for which the employee was released to return to work light duty.

12. EDUCATION

12.1 Education and Professional Development Reimbursement Program

The purpose of this program shall be the reimbursement for tuition and book expenses to employees attending classes on their own time which are to the direct benefit of the individual employee and the City. The approval of a request is subject to budgetary limitations.

12.1.1 Eligibility

All regular employees shall be eligible for reimbursement under this program. Employees who have not completed their probationary period may also be eligible for reimbursement under this program if the job performance of such employees, as indicated by the department head, appears to show promise of completing the probationary period.

12.1.2 Procedure

The Fire Chief will determine what types of courses will be allowed for reimbursement prior to commitment by the employee. Permitted use of funds includes tuition, books, laboratory and parking fee, certification maintenance and course fees. In addition, professional association memberships, seminars, conferences, including material fees, and travel costs are included. Courses considered by the Fire Chief for reimbursement shall be designed to directly improve the knowledge of the employee in the public service which will improve and enhance advancement opportunities. The Fire Chief may recommend reimbursement upon the successful completion of college or professional conference/development courses. Each employee is limited to a maximum payment of one thousand dollars (\$1,000) per fiscal year, dependent upon the availability of budgeted monies.

The City Manager may authorize payment of additional educational reimbursement beyond the maximum payment for employees who are seeking formal degrees. .

12.2 Educational Incentive Pay

12.2.1 AA Equivalency

The parties agree that the one (1) employee in the unit who was previously grandfathered into the AA Equivalency (per the prior educational incentive program) shall continue to annually receive the 2.5% pay.

12.2.2 Associates Degree

An employee in this unit may be eligible to receive educational incentive pay of two and one half percent (2.5%) for an Associate Degree (AA). Payment of educational incentive pays shall be made on a bi-weekly basis.

12.2.3 Bachelor's Degree

An employee in this unit may be eligible to receive educational incentive pay of five percent (5%) for a Bachelor's Degree (BA) or (BS) degree. Payment of educational incentive pays shall be made on a bi-weekly basis.

An employee may only receive pay for an Associate's Degree or Bachelor's Degree (BA/BS) not more than one of those two in Sections 12.2.1 – 12.2.3.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such (for classic and new members) pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1 (b)(2) Educational Incentive Pay. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

13. RETIREMENT

13.1 CalPERS

13.1.1 Retirement Formula

Unit members hired on or before October 3, 2011, are covered by the 3% @ 50 formula provided for by the Public Employees' Retirement Law at Government Code section 21362.2.

Unit members hired on or after October 4, 2011, who do not meet the definition of "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), are covered by the 3% @ 55 formula provided for by the Public Employees' Retirement Law at Government Code section 21363.1. This formula applies to any member hired between October 4, 2011 and December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with

reciprocity or a member who has had less than a six month break in service from their previous public agency employment.

Unit members hired on or after January 1, 2013 who are defined as “new members” under the PEPR, are covered by the 2.7% @ 57 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.25(d).

13.1.2 Retirement Benefit Calculation Period:

The City's contract with CalPERS provides for the Final Compensation 1 Year retirement benefit for employees who do not meet the definition of “new members” under the PEPR per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.

13.1.3 Retirement Benefit Formula

For unit members defined as “new members” under the PEPR such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).Employee Contributions to the Retirement System

1) Employees subject to the 3%@50 and 3%@55 Formulas:

These employees shall contribute nine percent (9%) of compensation earnable as the required member contribution.

These employees shall also contribute three percent (3%) of compensation earnable as cost sharing in accordance with Government Code section 20516(f).

Thus, employees in the unit contribute the full nine percent (9%) of compensation earnable member contribution, and three percent (3%) of compensation earnable of the required employer contribution as cost sharing for a total of twelve percent (12%) of compensation earnable for retirement contributions.

2) Employees subject to the 2.7%@57 Formula:

These employees shall contribute the statutorily mandated employee contribution rate of one half of the total normal cost.

- 3) The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (*i.e.*, "pick up" as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

13.1.4 Additional Optional Benefits

The following list of optional benefits is listed here in the MOU for the convenience of the parties to reflect what is currently in the City's contract with CalPERS. It is the City's contract with CalPERS and the Public Employees' Retirement Law that determines the application of these benefits to members of the Association.

1. 1959 Survivor's Benefit: The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.
2. Pre-Retirement Option 2W Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024. The costs are borne by the Member electing to purchase the service credit.
4. Military Service Credit For Retired Persons: The City's contract with CalPERS provides the Military Service Credit for Retired Persons option set forth in Government Code section 21027. The costs are borne by the Member electing to purchase the service credit.
5. Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
6. Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
7. Two Years Additional Service Credit: The City's contract with CalPERS provides the Public Service" – Layoff Period – as set forth in Government Code section 21022. All associated costs are borne by the member electing

to purchase the service credit.

8. Pre-Retirement Death Benefits to Continue after Remarriage of Survivor: The City's contract with CalPERS provides the Pre-Retirement Death Benefits to Continue after Remarriage of Survivor as set forth in Government Code sections 21551.
9. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.
10. Service Credit for Unused Sick Leave: The City's contract with CalPERS provides the Service Credit for Unused Sick Leave benefit as set forth in Government Code section 20965.
11. Public Service Credit for Peace Corps, AmeriCorps, VISTA or AmeriCorps Service: The City's contract with CalPERS provides the Public Service Credit for Peace Corps, AmeriCorps, VISTA or AmeriCorps Service Credit as set forth in Government Code section 21023.5.

14. HEALTH BENEFITS

14.1 Eligibility

All full-time employees are eligible for enrollment in the medical, vision, and dental benefit plans as agreed to between the City and the Association.

14.2 Rates

All employees in this unit will be subject to the City's maximum contribution to any employee's medical insurance premium under this formula. The City will pay 100% of the cost of Medical care coverage for the employee, 80% of the cost for employee plus one dependent, and 80% of the cost of the employee plus two or more dependents, with the employee responsible for the remaining 20% provided. The maximum contribution is the City's contribution towards the HMO family rate. The preceding percentages of 80% for the cost of employee plus one or more dependents will sunset on the last day of the term of this MOU, (and the previous percentage of 75% will be reinstated) unless the parties agree that it will continue beyond that date. If the cost of medical insurance premium increases by ten percent (10%) or more in any calendar year of this MOU, the parties agree that, either party may reopen labor negotiations on this Article 14 only.

14.2.1 Medical Insurance Waiver

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash

in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

Employees who are able to satisfy the above criteria may opt out of participation in the City's plan and will be paid sixty percent (60%) of the HMO employee only rate. This payment will be made to the employee on a biweekly basis as a part of the employee's payroll check.

14.3 Domestic Partners

Medical coverage shall be provided for Domestic Partners. Dental coverage shall be provided to Domestic Partners under the same terms as other dependents.

14.4 Flexible Spending Plan

The City will make a flexible spending plan available to employees pursuant to IRS Code Section 125 to allow an employee to contribute a portion of their income each year on a pre-tax basis into an account from which they may receive reimbursement for medical, dental and dependent care expenses.

14.5 Medical Plan Coverage for Retirees

Employees hired before July 1, 2013: The option of continuing membership in the City's medical plan shall be available to employees who retire from employment with the City after a minimum of three years of service. The employee shall be responsible for the entire premium.

Employees hired on or after July 1, 2013 (except those who receive a disability retirement): The option of continuing membership in the City's medical plan shall be available to employees who retire from employment with the City after a

minimum of ten years of service. The employee shall be responsible for the entire premium.

14.6 Healthcare Task Force

The City agrees to continue the Healthcare Task Force comprised of one representative from each bargaining unit including Management, who will meet on a regular basis for the purpose of reviewing the status of health plans.

14.7 Retirement Health Savings Plan

14.7.1 City Contribution

All employees represented by the Association are required to participate in the City's Retirement Health Savings Plan (RHS). The City, on behalf of all employees represented by the Association, will make a pre-tax contribution of \$100.00 per month to the RHS plan on the employee's behalf, allocated at \$46.16 per pay period.

14.7.2 Sick Leave

Accrued sick leave shall be deposited into the employee's RHS account upon separation from City Service in accordance with Section 9.7 of this MOU.

14.8 Reopener – Change In Medical Plan

If, during the term of this MOU, the City decides to modify the current medical plan by changing the health care provider of the health insurance, the entire Article 14 is reopen for negotiations.

14.9 Mental Health Counseling

The City agrees to contact for mental health education, prevention, awareness and critical incident review. These services will be separate from the services provided by the City's Employee Assistance Program.

15. LIFE INSURANCE

All regular full-time sworn fire employees are covered for \$50,000 for life insurance (to age 69) and for accidental death and dismemberment.

16. LONG TERM DISABILITY

All regular full-time employees in this unit are covered by long term disability insurance. Subject to eligibility, benefits are payable at a rate of sixty percent (60%) of monthly pay subject to a maximum schedule amount of five thousand (\$5,000) per month after a qualifying period of sixty (60) calendar days.

17. UNIFORM POLICY

The City will maintain a complement of five (5) complete Nomex uniforms for each member. Additional uniforms will be provided as needed on a direct exchange basis (*i.e.*, when a uniform is replaced, the former uniform will be traded in for the new uniform in order to maintain a complement of five complete uniforms). The City will continue uniform cleaning. Association members agree to wear only the Nomex uniforms. The City reports \$308.10 per year to CalPERS for members who are not new members as defined by PEPRAs for uniforms.

The parties agree that to the extent permitted by law, the monetary value for the purchase, rental and/or maintenance of required clothing is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) for a unit member who are classic members under the Public Employees' Pension Reform Act (PEPRA). This shall not be reported for "new members". The City is not permitted to have the value of the uniforms reported as special compensation for "New Members" as defined by PEPRAs.

18. MILEAGE

The reimbursement rate for use of personal vehicles for City business shall be the standard mileage rate allowed by the Internal Revenue Service.

19. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be taken.

20. JURY DUTY

Notwithstanding prior existing policy or practice, every employee of the City who is called or required to serve as a trial juror shall be limited to an absence from duties with the City during the period of such service or while necessarily being present in court as a result of such call. An employee accepted for jury duty shall immediately notify the Fire Chief in writing.

The parties agree that the City and employees in the unit shall comply with the provisions of the Laguna Beach Fire Department Operations Manual policy on Jury Duty dated February 27, 2017.

21. EXCEPTIONAL PERFORMANCE PAY PLAN

In accordance with the administrative guideline and the Personnel Rules, an employee performance evaluation report and a performance pay plan justification shall be prepared and submitted to the City Manager with all recommendations for early step advancement

or performance pay bonus for employees whose performance merits such an increase. Eligible employees must be off entry-level probation and may be at any step in the classification range as long as they receive at least a “Meets Standard” evaluation. This plan shall be implemented and administered in the same manner as applied to other city employees.

21.1 Amount

The available bonus shall be any amount up to five percent (5%) of gross annual pay. The parties agree that to the extent permitted by law, exceptional performance pay is special compensation as an annual performance bonus and shall be reported as such pursuant to Title 2, CCR 571(a)(1) for employees who are not new members per PEPR (Bonus). This shall not be reported for new members. A system is in place to plan and identify performance goals and objectives.

22. OVERTIME

22.1 Overtime for Call-backs or Holdovers

Overtime for call-backs or holdovers shall be paid at time-and-one-half. The minimum number of hours for which call-back pay will be given is two (2).

22.2 Premium Calculations

The premium portion of overtime worked in each payroll period shall be calculated and paid at the end of each two week pay period. In this case, it is expected that for an accurate calculation and payment of such overtime, that no unpaid leave status apply to any employee during an FLSA work period.

22.3 Actual Hours Worked

Authorized leaves of absence (i.e., vacation, sick leave, and holidays) shall be counted as actual hours worked in the computation of overtime hours in accordance with the Fair Labor Standards Act.

An employee may be relieved by any other employee who is qualified to relieve them at any time by utilizing appropriate leave (e.g., Annual Leave). In addition, the parties acknowledge Department of Labor regulation, 29 CFR section 553.225 that provides:

“It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to (between the hours of 0600 and 0800) the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for

all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work.”

22.4 FLSA Work Period

For purposes of the Fair Labor Standards Act, all employees covered by this agreement assigned to a 24-day shift cycle shall be considered to be on a 24 day work period (per section 7(k) of the FLSA) which started at the beginning of the first pay period of July, 1985.

22.5 48/96 Work Schedule

22.5.1 *Trial Period*

The parties agree that effective February 13, 2025 a 48/96 work schedule will be in effect for a trial period of exactly three hundred and sixty (360) days (fifteen (15) twenty-four (24) day work periods from February 13, 2025 to February 8, 2026)._Thereafter, the trial period shall sunset, and the 48/96 work schedule will remain in place unless either the City or the Association give notice to the other side 72 days prior to the expiration of the trial period, i.e., by November 28, 2025. If such notice is provided, the parties agree to meet and confer on an expedited basis regarding the 48/96 work schedule. Nothing herein shall prevent the parties from meeting and conferring during the trial period in order to make necessary changes to enhance the work schedule. If the parties mutually agree it will continue, it will continue subject to any changes the parties may agree to through the meet and confer process.

During the trial period, the City reserves the right to revert back to the work schedule in existence prior to the trial period (the 4/4/4/6 schedule) at the end of any 24-day work period if there is an unforeseen operational emergency identified by the City. However, the City shall first give 72 days' advance notice, during which period of time, the parties will meet and confer on an expedited basis to resolve any issues.

22.5.2 *Work Schedule*

The “48/96” work schedule shall consist of two 24-hour shifts (for a total of 48 consecutive hours) of scheduled work followed by four consecutive days (for a total of 96 consecutive hours) off-duty. The only exception to this will be that the parties agree that December 24 and 25th will not have the same shift. If the shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24 and 25th, the Association will advise the City how it wants the shifts changed. The change will be accommodated as long as shifts being changed are in the same FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year. Employees

will be scheduled to work eight (8) twenty-four (24) hour shifts in the twenty-four (24) day FLSA work period. This is a total of one hundred and ninety-two (192) regularly scheduled hours.

22.5.3 *Overtime*

For the hours between one hundred and eighty-two (182) and one hundred and ninety-two (192) employees shall receive the half time portion of their overtime (paid at the regular rate of pay) as their monthly/annual compensation pays them for their regularly scheduled hours. For all hours worked above one hundred and ninety-two (192) hours in the twenty-four (24) day FLSA work period, employees shall be paid at time and one half per the provisions of the FLSA.

22.5.4 *Living Within 150 Miles of City Hall*

If the parties agree to maintain the 48/96 work period following the trial period, all employees in the bargaining unit must live within 150 miles of City Hall. The calculation of the 150 miles shall be made by using Google Maps driving directions, not linear directions. Employees hired after the trial period has ended are exempt from this provision during their probationary period. Effective no later than the first day after passing probation, employees must live within 150 driving miles of City Hall.

22.6 Staffing Levels

The City reserves the right to determine staffing levels and overtime usage at its sole discretion. However, it is the City's intent to follow the practices described below to the extent that the City determines it is in the City's best interest.

The City agrees to continue the current practice of staffing twelve on-duty personnel for each shift and hiring rank for rank overtime for all vacancies that are caused by vacation, illness and special assignments. Short-term industrial leave absences will also be filled with rank for rank overtime hiring.

The City reserves the right, as the City may determine, to hire additional staff when long term industrial injury absences occur.

Reserve firefighters may be hired to work as additional company members, but will not be used as one of the twelve on-duty full time personnel.

The City reserves the right to move up qualified personnel as needed on a temporary basis.

If the overtime expenditure for the fiscal year is expected to exceed \$500,000 the City reserves the right to make changes as the City deems appropriate to this

overtime hiring policy, however, the city will give a thirty (30) day notice to the Association prior to the implementation of any change.

The \$500,000 overtime expenditure referenced above will be increased each year by the percentage of across the board salary adjustment granted to the Fire Department personnel.

22.7 Shift Trading

Employees have the right to trade shifts with their colleagues subject to the following conditions:

- 1) Both employees agree to the shift trade voluntarily.
- 2) The Fire Chief or their designee approves the shift trade if the two employees are not at the same rank.
- 3) The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on their time sheet.
- 4) Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have their sick leave (or other accrued leave if sick leave bank is zero) deducted.

22.8 Firefighter Recruits

New Fire Department suppression employees shall be hired as "Firefighter Recruits" during the initial LBFD Orientation Academy. Once the "Firefighter Recruit" successfully completes the LBFD orientation academy and shadow shifts and transitions from a 40 hour work week to a 56 hour work week the employee shall officially start their probationary period. The probationary period shall last one year from the date the employee transitions to a 56 hour work week cycle.

23. PARAMEDIC TRAINING

Members of the unit will be chosen by the Fire Chief to attend Paramedic Training.

If so chosen, the following shall apply:

1. The City will grant up to 480 additional hours of vacation time to each member chosen by the Fire Chief to attend Paramedic Training.
2. The vacation time shall be used for release from duty as though the member were on vacation so the member may attend paramedic training. The member is free to use the 480 hours in any manner they wish, but the time must be used by the end of the paramedic training period, approximately nine (9) months after the start of the training class they are sponsored in.
3. The 480 hours shall be maintained in a separate account held by the City for use by the member only as release time for Paramedic Training within the training period the member is scheduled to participate in Paramedic Training.
4. The hours utilized for Paramedic Training will be reported to the EMS Chief on a pay period basis.
5. In addition to the 480 hours granted under this program, the member may utilize their accrued vacation balance in accordance with Department policy to attend Paramedic Training.
6. The City agrees to promptly reimburse members participating in this program for the cost of books and lab fees upon receipt of proof of purchase.
7. The City agrees to promptly reimburse the members costs associated with the Paramedic Training upon submittal of any receipts for these items.
8. The City agrees that members will not be sent out on extended shift assignments during the duration of their training.
9. The City agrees that members will not be force hired on days that they are scheduled to attend Paramedic Training. The employees participating in this program must notify the Staffing Captain of the scheduled dates of their training.
10. The City agrees to ensure that any member is covered by workers' compensation while attending all portions of Paramedic Training.

24. RESERVE FIREFIGHTER PROGRAM

It shall not be the normal operating policy for the City of Laguna Beach to use Reserve Firefighters as part of, or in place of, established full-time Fire Department staffing levels. It is to be understood that this policy is not intended to restrict staffing assignments that may be required in response to, or in preparation for response to, Fire Department emergencies. It is also understood that this policy does not restrict the use of Reserves for special Fire Department events or for Fire Department training functions.

A Reserve Firefighter must have completed a State certified fire academy and be eligible for Firefighter I certification.

25. FIRE STATION EQUIPMENT

25.1 Televisions

Neither the City nor the Association shall have any responsibility for the television sets or service in each fire station.

25.2 Washing Machines

The Association agrees that use of City provided washing machines will be considered a job duty for Fire Department personnel to wash departmental linens, towels, etc., unless some other agreement mutually satisfactory to the City and the Association is reached.

26. LAYOFF

26.1 Intent of Procedure

For reasons of economy or efficiency, or in the interest or mandate of the public, reductions or curtailments of City services may be required. In such an event, it may be necessary to lay off one or more City employees. The following procedure is intended to give primary consideration to seniority and job performance whenever layoff or employees is necessary.

The City's decision to abolish a position is not subject to an employee's right of appeal or grievance.

26.2 Procedures:

26.2.1 Abolition of a Position

When a position within a department or division is abolished, all employees in that department or division in the subject classification shall be listed in order of their length of service with the City. The Fire Chief shall choose from among their number the least senior employee to be laid off for each position abolished.

If length of service should be equal, the appointing authority (i.e., the City Manager) may take job performance into consideration in determining the employee to be laid off. Employees to be laid off shall be given two (2) weeks written notice of the intended action.

26.2.2 Transfer or Demotion to Avoid Layoff

Any employee who is to be laid off may request, in writing, to be transferred to a vacant position, subject to Personnel Rule 2.10, within the two week notification period.

An employee who has held regular status in a lower classification within the Fire Department may request, within the two week notification period, demotion to a position in said lower classification or an equivalent class in order to avoid layoff. If the employee makes such a request, a list of employees as prescribed in Section 26.2.1 of this Section shall be prepared and subject employee shall have their name placed among the other names on said list according to their total length of service in said class and any higher class within that department and/or division. Thereafter, the

appointing authority (i.e., the City Manager) shall choose an employee to be laid off according to the provisions of Section 26.2.1 of this Section.

26.2.3 Severance Pay

A regular employee of the City who has been employed for a minimum of two years and has been laid off because of either the abolition of their position or as a result of a demotion of another employee to avoid layoff will be eligible for two weeks of severance pay (5 shifts in the Fire Department). A regular employee who is similarly laid off and who has worked for the City a minimum of ten (10) years will be eligible for three (3) weeks' salary upon layoff (7.5 shifts in the Fire Department).

26.2.4 Reemployment Lists

The names of all permanent employees who were laid off or who were demoted to avoid layoff shall be placed on a re-employment list for two (2) years. Whenever a vacancy occurs in the classes from which employees were laid off, the qualifying employees on the layoff list will be notified of the vacancy, prior to announcing an open or promotional recruitment, and shall be offered the opportunity to apply for the position.

In such event, the appointing authority (i.e., the City Manager) shall consider the former employee(s) from the layoff list prior to considering other candidates. However, the appointing authority shall retain the right not to appoint said former employee(s) and may request an examination to establish a new eligibility list.

27. BID PROCESS

Annually, the City shall conduct a bid process whereby all Firefighters, Fire Engineers and Fire Captains will be afforded an opportunity to bid on station assignments for the next calendar year. The time frame for the bid process will be determined by agreement of the Local and the Fire Chief.

27.1 Process

- 1) A special meeting of all represented members of the bargaining unit shall be convened for the purpose of conducting a bid process.
- 2) Bids will be taken from Fire Captains first, then Fire Engineers and lastly Firefighters.
- 3) The bids shall be conducted with the employee in the classification with the greatest amount of seniority bidding first and then the next highest and so forth until all employees within the classification have had an opportunity to bid.

- 4) Employees who cannot be present for the bid may submit their bid via a proxy by notifying the Association of the person holding the proxy. The employee holding the proxy will bid in accordance with the employee's seniority of who they are representing the proxy as well as their own when it is their turn.
- 5) The following are the Rules outlining the bid process:
 - a. Paramedics shall be evenly dispersed across all three shifts.
 - b. Bid in order of seniority in rank as outlined in 27.1 (2) and (3).
 - c. On each shift there shall be a minimum of two (2) paramedics on each paramedic engine and there shall be a minimum of one (1) paramedic on each paramedic assessment unit (PAU).
 - d. Paramedic positions will be "posted" as needed, during the bidding process, to ensure Rules 1 and 2 are adhered to. (e.g., A BLS Captain bids Fire Station One on the C-Shift. A (P) will immediately be placed next to the Engineer position and the Firefighter position on that shift to ensure only ALS personnel bid those places.)
 - e. Prior to the bid, the effective date of the new bid assignments will be announced.
 - f. Subsequent Annual Vacation picks will run concurrent with the entirety of the bid assignment not the calendar year.
 - g. In the case that changes are made to the current delivery system the Local and the City mutually agree that the bid rules and this side letter will be re-evaluated and updated as needed prior to the subsequent bid. This process shall follow 27.1 (1).
 - h. Fire Management Zones (FMZs) will be assigned in accordance with Fire Department policy.
 - i. Management reserves the right to administratively assign personnel as needed for any reason. If Management administratively assigns personnel they shall make a reasonable attempt to limit the movement, to avoid disruption of the shifts. Probationary employees shall anticipate being moved one or more times during probation.
 - j. Employees who are on an administrative assignment may request a review of their assignment once every ninety (90) days after the actual

transfer takes place. The request must be made in writing to the shift Chief Officer.

28. MANAGEMENT RIGHTS

The parties agree to Section 10.3 – City Rights from the City of Laguna Beach Personnel Rules and Regulations.

29. TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees shall remain in full force and effect subject to either party's rights under the Meyers-Milias-Brown Act.

FOR THE CITY


Dave Kiff (Oct 2, 2024 08:08 PDT)

Dave Kiff, City Manager



Aggie Nesh, Director of Human Resources & Risk Management




Christi Giannone, Principal Human Resources Analyst


Peter Brown (Sep 25, 2024 14:27 PDT)

Peter J. Brown, Labor Negotiator

FOR THE ASSOCIATION


Thomas Padden (Sep 25, 2024 10:54 PDT)

Thomas Padden, President, Local 3684


Patrick Cary (Sep 25, 2024 11:00 PDT)

Patrick Cary, Vice President Local 3684


James Lin (Sep 25, 2024 13:28 PDT)

James Lin, Director Local 3684


Mike McGill (Sep 25, 2024 14:23 PDT)

Mike McGill, Labor Negotiator

Appendix A – Disciplinary Appeal Process

Appeal Process

The following appeals procedures are adopted by the parties pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1) Definitions

- a. The term “firefighter” means an employee who is considered a firefighter under Government Code § 3251(a) as well as any firefighter who is a peace officer pursuant to Penal Code § 830.37. This includes all employees who are in this Unit.
- b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2) Appeals Procedures - For Punitive Action Causing a Loss of Pay Not Covered by the Informal Hearing Process

A firefighter shall be entitled to an appeal hearing before the City of Laguna Beach Personnel Board with an Administrative Law Judge assigned from the Office of Administrative Hearings who will preside at the hearing. The hearing shall be conducted in accordance with Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of the pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - i. Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
 - ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.
- b. Personnel Board - Pursuant to Government Code § 11512, the appeal will be heard by the City of Laguna Beach Personnel Board

with an administrative law judge from the Office of Administrative Hearings presiding at the hearing to rule on evidence and to advise the Personnel Board on matters of law. The Personnel Board shall exercise all other powers related to the conduct of the hearing.

- c. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Personnel Board, a hearing shall be conducted at City Hall or in another City facility at a time to be determined by Personnel Board with the input of the representatives of both the City and employee.
- d. Notice of the Hearing - A notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
- f. The Personnel Board shall issue a recommended decision to the City Manager. The City Manager will then issue their written decision which shall be served on the parties in accordance with Code of Civil Procedure § 1094.6/Government Code § 11518 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure § 1094.5/Government Code § 11523.

3) Appeals Procedures Informal Process

The Informal Hearing Procedure, as opposed to the formal procedures, shall be used for disciplinary action imposed on an employee that does not involve termination from employment, demotion, suspension without pay for more than three (3) working days or where the practical financial effect of the discipline equates to three (3) working days or less. Such appeals shall be processed through the grievance procedure.












LBFA MOU 2024-2027


Final Audit Report

2024-10-02

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