

**AGREEMENT BETWEEN THE CITY OF RED BLUFF AND THE RED BLUFF
FIRE MID-MANAGERS ASSOCIATION REGARDING WAGES, HOURS, AND
OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

1. FIRE MID-MANAGEMENT EMPLOYEES

- The following positions are included in the Red Bluff Fire Mid Managers Association:
 - Division Chief
 - Fire Executive Assistant (Non-Exempt)

2. TERM

- 3 Year Agreement Term (July 1, 2023 – July 1, 2026)

3. SALARY

- 3% Salary Increase effective the first full pay period after July 1st, 2023.
- 3% Salary Increase effective the first full pay period after July 1st, 2024.
- 3% Salary Increase effective the first full pay period after July 1st, 2025.

4. EDUCATION INCENTIVE

- An employee who earns an AA/AS degree from an accredited college or university shall receive a 2.5% increase above their base salary.
- An employee who earns an BA/BS degree from an accredited college or university shall receive a 5% increase above their base salary.
- An employee who earns an MA/MS degree or higher degree from an accredited college or university shall receive a 7.5% increase above their base salary.
- In no case may an employee receive more than 7.5% in Educational Incentive Pay (i.e., amounts are not compounding).

5. CERTIFICATION INCENTIVE

- A Division Chief who earns certification as a Fire Officer shall receive a 2.5% increase above their base salary.
- A Division Chief who earns certification as a Chief Officer shall receive a 2.5% increase above their base salary.

6. LONGEVITY STEP

- Employees shall be eligible for Longevity Step increase of 5% of salary at 10 years and 5% at 20 years of service with the City. At the discretion of the Fire Chief and the City Manager, these longevity steps may be provided to employees with commensurate experience at another fire service agency.

7. LIFE INSURANCE

- The City agrees to provide each member of this bargaining unit term life insurance up to the amount of \$50,000 at no cost to the employee. Term life insurance shall be provided by a vendor/life insurance company selected by the City and authorized to do business within the State of California.

8. DEFERRED COMPENSATION

- The City will provide a cash match up to a maximum of \$100 per pay period of an employee's deferred compensation contribution into a City sponsored plan.

9. HEALTH INSURANCE

- Employee Health Plan Eligibility. All regular full-time Management Employees (A&B) and the employee's dependents shall be entitled to participate in the City-sponsored Flexible Benefits Plan as established herein.
 - A. Eligible employees enrolling in the program within thirty (30) days following their appointment will be covered subject to contract limitations with the carrier. Coverage shall commence when the employee is eligible for coverage under PERS and the health plan carriers' rules. Employees enrolling after the thirty (30) day enrollment period will be approved only upon evidence of insurability or during open enrollment opportunities as determined by the carrier.
- Description. The City of Red Bluff Flexible Benefits Plan consisting of the Tax Deferred Medical Premium option is available to all employees in regular full time positions (hereafter "employee"). There will be two (2) participation levels, identified as Core Plan and Flexible Benefit Option. Once the selection is made, it will remain in force until the current calendar year end and when a selection is made during the following year's open enrollment period. The medical premium option will be the default option and remain in effect until and/or unless changed by the employee.
- Participation Levels.

A. CORE PLAN: In addition to the amounts set forth below, the City will pay a PERS Health Contribution of \$160/month of the premium for the medical coverage selected through PERS. If the employee elects dental coverage, then the employee must participate in a vision plan option.

The City will pay to the Employee's Flexible Benefit Account the following amounts:

JANUARY 1, 2023
Employee only \$706.69
Employee plus one (child) \$1482.29
Employee plus (spouse) \$1466.15
Family \$1903.29
<u>Total City contributions equal:</u>
JANUARY 1, 2023
Employee only \$866.69
Employee plus one (child) \$1642.29
Employee plus one (spouse) \$1626.15
Family \$2063.29

Effective January 1, 2024, and each January 1st thereafter, the City contributions to the Employee Flexible Benefit Account set forth above will be increased by an amount equal to 50% of the increase in the PERS Gold Medical Plan. In addition, the City contributions set forth above will be increased by an amount equal to 50% of the increase in the City's dental and vision plans at the point of any increase during the term of this Agreement.

B. FLEXIBLE BENEFIT OPTION

Employees who elect not to participate in the Core Plan will be asked to sign a waiver and will be required to provide proof of alternate medical insurance (see Administration Section). The City will provide a cash back option of one hundred (\$100) dollars per month for employees who elect the Flexible Benefit Option.

- Administration.

No benefits will be paid to employees until proof of current, valid alternate insurance is on file in the Personnel Office.

- Retired Employee Options.

City agrees to pay one hundred sixty dollars (\$160) per month of a qualified retiree's PERS medical premium in accordance with PERS regulations.

Employees who retire under the provisions of the City's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health benefit portion of the health plan through a direct pension reduction to cover the portion of the retired employees' premium not paid by the City's one hundred sixty (\$160) retiree contribution.

- State Disability Insurance. Management/Mid-management employees participate in the State Disability Insurance program. All premium costs are borne by the Employee.
- Section 125 Plan - The City agrees to maintain the Internal Revenue Section 125 Premium Only Plan.

10. HOLIDAYS

- Employees who have a holiday off or must work said holiday, shall receive vacation accrual or pay for the hours equal to their current shift assignment, e.g., an employee who is on a ten (10) hour shift schedule shall receive 10 (ten) hours of vacation accrual or pay.

- MANAGEMENT GROUP HOLIDAYS:

New Year's Day (January 1st)

Martin Luther King Day (3rd Monday in January)

Presidents' Day (Last Monday in May)

Juneteenth (June 19th)

Independence Day (July 4th)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veterans' Day (November 11th)

Thanksgiving Day and Friday after (4th Thursday in November; 4th Friday in November)

Christmas Eve (December 24th)

Christmas Day (December 25th)

December 31st (New Year's Eve)

- Any day proclaimed by the President of Governor and Mayor as a Public Holiday. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the proceeding Friday shall be observed. It is understood that these paid holiday provisions may necessitate amendment from time to time, due to negotiation results with non-management regular, full-time employees.

11. COMPOSITE LEAVE/SICK LEAVE/VACATION LEAVE

- Composite Leave: In 2012, the City converted the prior Composite Leave program to the vacation/sick leave policies described herein. Composite leave earned and accrued under the prior policy remains available for the employee's use. There shall be no minimum annual required use of composite leave. Employees may use composite leave for vacation or sick time if so requested.
- SICK LEAVE:
 - A. Accrual rates – Full-time employees shall earn 8 hours of sick leave each month, prorated on a bi-weekly basis. Sick leave shall only be used in units of one (1) hour or longer. Total amount of sick leave earned/accumulated shall be unlimited.
 - B. Usage – Sick time shall not be considered as a right, which an employee may use at his/her discretion but shall be allowed only in case of necessity for actual personal sickness or disability. Sick leave may only be used in the following cases:
 - (1) A bona fide illness or injury to the employee.
 - (2) Medical, dental, mental or eye care consultations.
 - (3) Injury or illness of an immediate family member as set forth herein.
 - C. Sick Leave Payoff – No employee is entitled to payment of any unused/accumulated sick leave upon separation from City employment. Employees retiring from the City are eligible to convert unused sick leave to PERS service credit in accordance with the City's contract with PERS.
 - D. Family Sick Leave – Employees may use up to 48 hours of sick leave each fiscal year because of sickness for members of his/her immediate family or baby bonding. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, guardians, wards, or other individuals whose relationship to the employee is that of a dependent or near dependent. In each such case the City Manager shall grant sick leave only when, in his/her opinion, the relationship of the sick person to the employee warrants such use of sick leave. In no event shall an employee be granted sick leave to oversee (baby-sit) children who are not ill.
 - E. Use of Composite Leave for Illness Purposes – At the employee's discretion, previously accrued Composite Leave may be used for illness subject to the restrictions set forth herein regarding use of sick leave.

F. Doctor's Statements – The Department Head directly supervising the employee, and/or the City Manager, shall in any instance deemed warranted, require a Management Group employee to submit a statement from a licensed physician setting forth the specifics which necessitate the employee's absence for illness or injury purposes and shall have the right to require examination of the employee by City appointed medical personnel at no expense to the employee.

G. Department Head Responsibility – Department Heads and Management Group members have a responsibility to seek medical attention when there is evidence they are either too ill to work or present a hazard to themselves, co-workers, or the public.

H. Coordination with Worker's Compensation Payments and State Disability Insurance Payments – An employee receiving temporary disability payments under the Worker's Compensation Law and/or State Disability Insurance (SDI) Payments and/or Paid Family Leave Payments may use accumulated Vacation Leave, Sick Leave or Composite Leave in order to continue to maintain his/her regular income. Such payments will be endorsed over to the City during this period. The intent of integration of temporary disability, SDI, or paid family leave payments with employee benefit time is to provide an employee with combined benefits equal to, but not more than, their normal rate of pay, assuming they have sufficient accumulated benefit time.

- VACATION LEAVE:

Vacation accrual Rates – Full-time employees shall earn the following annual hours of vacation credit prorated on a bi-weekly basis. Vacation leave shall only be used in units of 2 hours or longer. Vacation time may only be taken following the completion of 6 months of service.

<u>Years of service</u>	<u>Bi-weekly Accrual</u>
0 through 3 years	4.923 hours (128 hours per year)
4 through 14 years	6.462 hours (168 hours per year)
15 years and over	8.00 hours (208 hours per year)

Employees who are denied vacation use during the 12 months preceding reaching their maximum accumulation amount shall be given 90 calendar days following reaching said cap to use vacation before their accrual ceases.

Maximum Accumulation – No employee shall be entitled to accumulate more unused vacation than the equivalent of that which has been earned during the preceding 24-month period. No additional credit for vacation shall be earned by an employee who has reached their maximum accrual.

Use of Vacation or Composite Leave – The times during an accrual year at which a Management Group employee may take vacation shall be determined by the Fire Chief with due regard for the wishes of the employee, and particular with the regard for the needs of public services.

No paid holiday that falls during the employee’s scheduled vacation time may be charged against the employee as Composite or Vacation Leave.

Payment for Vacation and Composite Leave on Separation – Any employee who separates from City employment shall be paid for all unused vacation and composite leave on the books, if any, at the time of separation. Payment shall be made at the employee’s current rate of pay.

- BEREAVEMENT LEAVE: Not more than 40 hours of paid leave each fiscal year may be taken in case of an employee’s immediate family member’s death. The immediate family shall consist of the spouse, children, parents, and parents of spouse, brothers, sisters, grandparent, grandchild, state-registered domestic partners guardians, wards, or other individuals whose relationship to the employee is that of a dependent or near dependent.
- ADMINISTRATIVE LEAVE: Upon the commencement of each fiscal year, Exempt Management Employees shall be credited with 10 days (80 hours) of administrative leave which must be used prior to the end of the fiscal year (i.e., no carryover of administrative leave to the following year). Employees may not accrue more than 10 days (80 hours) of Administrative Leave. Non-exempt employees hired before July 1, 2023, shall be credited with 5 days (40 hours) of administrative leave which must be used prior to the end of the fiscal year. Administrative Leave has no cash value and no employee is entitled to payment of any unused/accumulated Administrative Leave upon separation from City employment. Non-exempt employees hired after July 1, 2023, shall not be entitled to Administrative Leave due to their ability to earn overtime.
- LEAVE OF ABSENCE WITHOUT PAY: The City Manager may, at his or her discretion, grant a Management Group employee leave of absence without pay or seniority loss for not to exceed three months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of an approved leave or within 14 calendar days after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within 14 calendar days after notice to return to duty shall be cause for discharge.

The City Council may, upon the recommendation of the City Manager, grant additional leave of absence without pay beyond the three-month period.

- JURY LEAVE: Every Management Group employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Such an absence will not result in any loss of pay.

12. DIVISION CHIEF OVERTIME

- RESOLUTION No. 10-2018 is incorporated by reference as if fully set forth herein with the addition of the following.
 - Employee(s) shall be eligible to receive overtime, at a rate of 1.5 times their base hourly wage, for hours worked outside their normal work hours while committed to an assignment funded on a cost neutral basis to the City. Examples include, but not limited to:
 - Out of City assignments in the service of County, State or Federal agencies in which such service is reimbursed to the City.
 - Assigned to service under a local assistance by hire agreement.
 - Assigned to grant funded projects on a cost neutral basis.
- In no case shall an employee lose his/her exempt status.

13. FIRE EXECUTIVE ASSISTANT (NON-EXEMPT) OVERTIME AND PREMIUM COMPENSATION

- Defined. Overtime is that time worked as authorized and directed by management, which exceeds forty (40) hours in a work week or eight (8) hours in a work day. Employees who are authorized to work an alternate work schedule, and have agreed to do so in writing, such as 4 (four) 10 (ten) hour days, or other weekly combination equal to a 40-hour work week, shall be paid overtime after exceeding the hours set forth in their written alternate work week schedule. Accrued Time Off (ATO) leave time shall count as hours worked for the purposes of calculating overtime.
- Work Week. The FLSA work week is a seven-day period as established by the City (currently Saturday through Friday). Such work week may be changed by the City according to the provisions of the Fair Labor Standards Act (FLSA).
- Payment for Overtime Worked. The City shall compensate an employee at the rate of one and one-half (1 1/2) times his/her regular rate of pay (or hours worked) for all overtime hours worked.
- Advance Approval for Overtime. An employee may not work overtime without prior approval from his/her supervisor. An employee may be disciplined for working overtime without approval in advance.
- Accrued Time Off (ATO) In Lieu of Pay. Upon request of the employee and with management approval, Accrued Time Off (ATO) may be accumulated in lieu of premium pay for overtime worked. The total of pay and/or ATO shall not exceed

the equivalent of one and one-half (1 1/2) times the hours worked in an authorized overtime status. No more than forty-eight (48) hours of ATO may be held in the employee's "ATO Bank" at any one time. However, in cases of emergency (as determined by the City), the City Manager may authorize a higher limit (not to exceed 240 hours) for the ATO Bank.

- In the event that the Fire Executive Assistant is not granted an increase in Administrative Leave to 80 hours by August 1st, 2023, the ATO bank cap shall be increased from forty-eight (48) hours to eighty (80) hours.
- Accrued Time Off. An employee may deplete any previously earned ATO by requesting such time off in advance. Such request shall be granted unless it would cause an undue hardship to the City as determined by management.
- No Pyramiding. There shall be no pyramiding or duplication of overtime benefits for the same hours worked.

14. PERS PAYMENT

- Each employee shall pay the employee's PERS member contribution on a pre-tax basis through a mandatory payroll deduction.

15. RETIREMENT PLAN

- Assembly Bill (AB) 340 (PEPRA) became law on September 1, 2012, and the provisions were effective January 1, 2013. The retirement formula for Safety Employees defined as "Classic" membership by PEPRA shall be 2% at age 50 with a one (1) year final compensation period and sick leave credit at retirement. The retirement formula for Safety Employees defined as "new members" by PEPRA shall be 2.7% at age 57 with a three (3) year final compensation period.

The PEPRA defines a "new member" as:

- a. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- b. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- c. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.

"PEPRA" is the Public Employees Pension Reform Act of 2013.

16. DISCIPLINARY ACTIONS

- Level of Conduct - City employees are expected to maintain a high-level of personal and professional conduct. Failure to perform one's duties satisfactorily, to respect the rights of the public and fellow employees, or to conform to the City's rules and regulations may result in disciplinary action up to and including termination.
- Types of Discipline - Recognizing the purpose of disciplinary action is to correct errant behavior where feasible; the following shall be considered the various types and levels of discipline, which may be taken against an employee for cause:
- Non-severe Disciplinary Actions:
 - Oral Warning
 - Written Warning
- Severe Disciplinary Actions:
 - Short Suspension Without Pay (less than six days)
 - Long Suspension Without Pay (six to 30 days)
 - Demotion
 - Salary Step Rate Reduction
 - Discharge
- Appropriate Disciplinary Actions - Nothing within this Resolution shall require the City to progress through each of the levels of discipline shown above; it is recognized that certain violations warrant more severe disciplinary action even on first offense.
- Pre-Disciplinary Notice - When City management determines that an employee has committed a violation for which severe disciplinary action is appropriate, the following procedure shall be followed:
 - The employee will be given a written notice of the proposed disciplinary action stating the reasons upon which the action is based,
 - The employee will be given a copy of or access to any materials upon which the charges are based,
 - The employee will be given reasonable time to review the charges, materials and prepare his/her response, and
 - The employee will be given a date and time to make his/her oral response to the City Manager or his designee and/or provide a written response to the charges.
- After considering the employee's response or lack thereof to the charges, the City Manager (or designee) shall amend, withdraw, or institute the proposed disciplinary action.

- Appeals. Any disciplinary action, which involves a loss of pay because of suspension, demotion, or discharge of an employee who has successfully completed their initial probationary period, may be appealed. Less severe disciplinary actions as set forth in section 16 shall not be appealable.

17. RULES OF APPEAL

- Right of Appeal - Any employee covered by this MOU who has successfully completed their initial probationary period shall have the right to appeal any appealable disciplinary actions as set forth in Section 16 Severe Disciplinary Actions and Appeals to a Hearing Officer.
- Method of Appeal - Appeals shall be in writing, subscribed by the appellant, and filed with the City Manager or his designated representative, within five (5) city business days of the imposition of the appealable disciplinary action. The written request must state the reasons for appealing the disciplinary action taken. The appeal shall be a written statement addressed to the City Manager, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with the reasons therefore. The formality of a legal pleading is not required.
- Notice and time, place and date of Hearing - The City Manager within (5) city business days shall appoint an individual not currently connected with the city or employee groups to hear the appeal. The Hearing Officer shall coordinate with the City Manager to set a time, date and place for a hearing which shall be not less than five (5) days following appointment nor more than twenty (20) city business days following the filing of the appeal. The City Manager shall notice all interested parties of the time, date and place of the hearing.
- Hearings - The appellant shall appear personally unless physically unable to do so, before the Hearing Officer and the time, date and place of the hearing. Any person or attorney may represent the appellant as they may select and may at the hearing produce on their behalf relevant oral or documentary evidence. The appellant shall state their case first and, at the conclusion, opposition matters may then be presented. Rebuttal matter, which is not repetitive, may be allowed at the discretion of the Hearing Officer. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Hearing Officer, with due regard to the rights and privileges of the parties appearing. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant, in writing, requests an open hearing.
- Findings and Recommendations - The Hearing Officer within ten (10) city business days after conclusion of the hearing shall submit his findings and

recommendations to the City Manager. The recommendations of the Hearing Officer are advisory only and may be accepted, rejected or modified by the City Manager.

- Action by the City Manager - The City Manager shall within ten (10) city business days following receipt of the report of the Hearing Officer shall render his determination on the recommendations in writing and deliver or mail them to the appellant.

18. GRIEVANCE PROCEDURES

- Purpose of Rule:
 - i. (a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
 - ii. (b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussion.
 - iii. (c) To provide that grievances shall be settled as near as possible to the point of origin.
 - iv. (d) To provide that appeals shall be conducted as informally as possible.
- Matters Subject to Grievance Procedure. Any employee in the competitive service shall have the right to appeal, under this Rule, a decision affecting his/her employment over which his/her appointing power has partial or complete jurisdiction and for which appeal is not provided by other laws, regulations or is not prohibited.
- Informal Grievance Procedure. An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate supervisor, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his/her immediate superior. An informal appeal shall not be taken above the appointing power.
- Formal Grievance Procedure:

- i. (a) First Level of Review. The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days, the employee may present the appeal in writing to his/her department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
 - ii. (b) Department Review. The department head receiving the appeal should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The department head shall render this decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
 - iii. (c) Appointing Power. The appointing power receiving the appeal of his/her designated representative should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The appointing power may designate a fact-finding committee, officer not in the normal line of supervision, or Personnel Board to advise him/her concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.
- Conduct of Grievance Procedures:
 - i. (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
 - ii. (b) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
 - iii. (c) The employee and his/her representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
 - iv. (d) Employees shall be assured freedom from reprisal for using the grievance procedure

19. UNIFORM ALLOWANCE

- Division Chiefs and Executive Assistant shall receive \$30.77 bi-weekly in uniform allowance.

20. CONVERSION OF HOURS

Conversion from 56-hour to 40-hour work week employee: At such time as an employee is moved from a fifty-six (56) to a 40-hour workweek schedule all earned leave balances, leave accrual rates, and holiday hours will be adjusted to commensurate hours in the new work schedule. Such leave balances shall be multiplied by a factor of 0.715. Also, annual salary and hourly rate shall be adjusted to appropriate figures.

This Agreement was approved by the Red Bluff City Council on: _____

Red Bluff Fire Mid-Management Association (RBFMMA):

President

City of Red Bluff:

City Manager