

**RESOLUTION NO. 3-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF  
RICHMOND AND THE RICHMOND FIRE MANAGEMENT ASSOCIATION**

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**WHEREAS**, the City of Richmond and the Richmond Fire Management Association (RFMA) had a Memorandum of Understanding (MOU) covering the period July 1, 2016 through June 30, 2022; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's negotiation team met and conferred in good faith with representatives of RFMA to negotiate a successor agreement; and

**WHEREAS**, the parties reached Tentative Agreements for a new MOU, and City Council approved those agreements on October 17, 2023; and

**WHEREAS**, the parties reached a Tentative Agreement for a successor MOU for the period of July 1, 2022, through June 30, 2025, which was ratified by the membership of RFMA, and adopted by the City Council via Resolution No. 108-23.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richmond as follows:

**Section 1.** That the Memorandum of Understanding (MOU) between the City of Richmond and the Richmond Fire Management Association (RFMA) for the period of July 1, 2022, through June 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference is approved; and

**Section 2.** Directs the City Manager or their designee to update the publicly available salary schedule with the adopted wage increases during the terms of the MOU

\*\*\*\*\*

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held January 23, 2024, by the following vote:

|              |                                                                                                    |
|--------------|----------------------------------------------------------------------------------------------------|
| AYES:        | Councilmembers Bana, McLaughlin, Robinson, Willis, Zepeda, Vice Mayor Jimenez, and Mayor Martinez. |
| NOES:        | None.                                                                                              |
| ABSTENTIONS: | None.                                                                                              |
| ABSENT:      | None.                                                                                              |

PAMELA CHRISTIAN  
CLERK OF THE CITY OF RICHMOND  
(SEAL)

Approved:  
EDUARDO MARTINEZ  
Mayor

Approved as to form:  
DAVE ALESHIRE  
City Attorney

|                        |   |       |
|------------------------|---|-------|
| State of California    | } |       |
| County of Contra Costa |   | : ss. |
| City of Richmond       | } |       |

I certify that the foregoing is a true copy of **Resolution No. 3-24**, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on January 23, 2024.

  
Pamela Christian, Clerk of the City of Richmond



# **MEMORANDUM OF UNDERSTANDING**

*between*

**The City of Richmond, California**

*and*

**Richmond Fire Management Association**

**July 1, 2022 – June 30, 2025**

# RICHMOND FIRE MANAGEMENT MOU

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF RICHMOND**  
**and**  
**RICHMOND FIRE MANAGEMENT ASSOCIATION**

**July 1, 2022 through June 30, 2025**

**1. RECOGNITION:**

The City recognizes the Association as the sole and exclusive representative for the Fire Management bargaining unit, consisting of the following classifications, as well as any new classifications which may be assigned to this unit in accordance with the City Charter, the City's Employer - Employee Relations Resolution, Personnel Rules, and State law.

Battalion Chief  
Fire Marshal

**2. EMPLOYEE RIGHTS**

**A. No Discrimination**

No employee covered by this Agreement shall be discriminated against by the City or by the Association by reason of race, color, religion, creed, sex, sexual orientation, age, national origin, physical or mental disability, lawful Association activity, or a refusal to participate in Association activity.

**B. Release Time**

The City shall afford representatives of the association reasonable time off during working hours without loss of compensation or other benefits for representational purposes provided, however, that said time is scheduled so as not to unduly interfere with workload and job requirements as determined by the Fire Chief or designee.

The Association shall advise the Fire Chief, the Director of Human Resources Management or designee of the name of its authorized Association representative(s).

Where practicable, employees seeking release for purposes of this subsection must inform the Fire Chief or designee of their proposed absence no later than forty-eight (48) hours prior to such proposed absence and must receive advance approval. The Fire Chief may

withhold approval of any proposed absence when operational needs or other legitimate considerations so warrant.

### **3. CITY AND DEPARTMENTAL RIGHTS**

The Richmond Fire Management Association, recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively all expressed and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's Fire Department activities are conducted, managed, and administered, and the association recognizes the exclusive right of the Fire Chief to maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific expressed provisions of this Memorandum of Understanding.

### **4. NO STRIKE**

The Association and its members pledge that they shall not engage in any strike, slow down, sick out, sympathy strike, partial strike, or other concerted refusal to work.

### **5. SALARIES**

#### **A. SALARY ADJUSTMENTS:**

Effective the first full pay period in January 2023 the City will increase base wages by 2.0%.

Effective the first full pay period in July 2023, the City will increase base wages by 2.0%.

Effective the first full pay period in January 2024, the City will increase base wages by 2.0%.

Effective the first full pay period in July 2024, the City will increase base wages by 2.0%.

Effective the first full pay period in January 2025, the City will increase base wages by 5.5%.

#### **B. SALARY DESIGNATIONS: The salaries herein established are on a monthly basis, except as where otherwise established.**

#### **C. ADVANCEMENTS AND PROMOTIONS: Salary advancements shall be made in conformance with the salary plan contained within this memorandum of understanding and in conformance with the provisions of**

the City Charter and Personnel Rules as these relate to salary advancement and employee promotion.

- D. EFFECTS OF CERTAIN PERSONNEL ACTIONS UPON SALARIES: An employee occupying a position which is reallocated to another classification, the maximum salary for which is less than the maximum salary for the incumbent's present classification, shall continue to receive their present salary. An employee occupying a position in a classification, the maximum salary rate for which is reduced, shall continue to receive their present salary. Such continuations of present salaries shall each be designated as a "Y" rate. When an employee on a "Y" rate vacates their position, subsequent appointments to that position shall be made in accordance with the salary range established by this memorandum of understanding. "Y" rating does not apply in the event of bumping to a lower paid classification as a result of layoff.

When the classification's salary range increases to the level of the employee's "Y" rated salary, the employee will once again be eligible for salary increases through both merit and across the board increases, not to exceed the top step of the salary range.

- E. ELIGIBILITY FOR SALARY ADVANCEMENT: Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of their classification, except where such employee is in a class for which there is a single rate of pay. Annual advancement shall not be automatic but shall depend upon the increased value of an employee to the City as reflected by the recommendation of their supervisor and their department head within a written performance evaluation.

Exceptionally meritorious service shall be considered adequate grounds for consideration for advancement even though such service is of less than one year's duration. Nothing in this section shall be construed as limiting the authority of the City Manager to increase, make no change in, or reduce the salary of any employee in the Classified Service for good and sufficient reasons.

- F. PROMOTION - EFFECT UPON RATE OF COMPENSATION: Whenever an employee is promoted to a higher class, she/he shall be entitled to receive in the new position the nearest higher monthly salary in the salary range which attaches to the higher class.
- G. DEMOTION: The rate of compensation to be paid in all cases of demotion, whether voluntary, disciplinary, for incompetence, or in lieu of layoff, shall be determined by the City Manager, based upon the



recommendation of the Department Head and the Director of Human Resources Management.

- H. EFFECT OF LEAVE WITHOUT PAY UPON SALARY ADVANCEMENT: An employee who has taken leave of absence without pay for a total of thirty (30) days or more within a given service year shall have their anniversary date set back by the time in excess of the thirty days.

Leave of absence for a period totaling less than thirty (30) days in the given service year shall have no effect upon the employee's anniversary date.

## **6. OVERTIME AND COMPENSATION FOR OVERTIME**

A. GENERAL PROVISIONS: 56-hour Battalion Chiefs are entitled to overtime compensation for all hours worked in excess of their assigned work schedule. 40-hour Battalion Chiefs are exempt from overtime under the Fair Labor Standards Act (FLSA). However, if a 40-hour Battalion Chief works a suppression shift outside of their regular work schedule, the 40-hour Battalion Chief is entitled to overtime compensation for that shift at the 56-hour Battalion Chief rate.

A.1 The 40-hour Battalion Chief may be offered overtime only after each of the 56-hour Battalion Chiefs have been offered and have declined the overtime opportunity.

B. RATE OF COMPENSATION FOR OVERTIME WORKED: Overtime shall be paid either by cash at the rate of one and one-half times the hourly regular rate of pay for each overtime hour worked or by compensatory time-off accrued at one and one-half hours per overtime hour worked.

The hourly rate to be used as a base in computing overtime shall be computed by dividing the employee's annual salary by the normal schedule of total working hours per year and includes other add-on pays as may be required by law or by agreement of the parties.

C. FLSA CYCLES: The City has established a twenty-four-day 207(k) work period for all eligible fire suppression personnel, regardless of rank, pursuant to the FLSA. Under this 24-day FLSA work period (also referred to as 24-day cycle), the FLSA overtime threshold is one hundred and eighty-two (182) hours actually worked in the 24-day work period. The first 24-day work period of Fiscal Year 2023-2024 began on 7:30 A.M. on July 17, 2023, and ended twenty-four days later on August 9, 2023, and regularly recurs on this basis.

D. COMPENSATORY TIME-OFF: An employee has the right to request overtime compensation in either cash or in the form of compensatory time-off. Employees may accrue a maximum of 480 hours of compensatory time-off. When an employee has reached the maximum number of accrued compensatory time-off hours, overtime compensation shall be paid in cash until the employee's compensatory time-off bank falls below the maximum.

E. ACCUMULATED COMPENSATORY TIME-OFF AT SEPARATION: Each employee who separates from the City shall be entitled to compensation for their accumulated, unused compensatory time-off hours.

F. CALL-BACK TIME: 56-hour Battalion Chiefs who are called back to work shall be credited with a minimum of 3 hours at the overtime rate.

G. PROCEDURE GOVERNING OVERTIME: All overtime hours must be approved in advance by the Fire Chief or the Chief's designee.

H. OVERTIME OPPORTUNITY/ACTING ASSIGNMENTS: When shift staffing levels are at the established minimum and the scheduled suppression Battalion Chief is on leave from duty, unit members in the classification of Battalion Chief assigned to suppression activities shall have the right of first refusal for the overtime opportunity. When shift staffing levels exceed the established minimum and a Battalion Chief vacancy occurs as above, a department-approved actor may be assigned to fill the vacancy.

## **7. BILINGUAL PAY:**

When it has been determined by the Fire Chief that it is beneficial for the department to offer bilingual services, the Department Head will submit a written request to the Human Resources Department describing the need, the specific language(s), and the name of the employee to receive a bilingual differential. Such positions will be certified by the Human Resources Department as bilingual and the employee's competency in the language assessed through a proficiency examination. Once certified, the employee shall receive 2% additional compensation.

## **8. LONGEVITY PAY:**

An employee with five (5) years of service with the Richmond Fire Department shall receive an additional two (2) percent above regular salary. Employees with ten (10) years of service shall receive an additional two-and-one-half (2.5) percent above regular salary for a total of four-and-one-half (4.5) percent. Employees with twenty-five (25) years of service with the Richmond Fire Department shall receive an additional four-and-one-half (4.5) percent above regular salary for a total of nine (9) percent.

## **9. RESERVED FOR FUTURE USE**

## **10. INDIRECT PAY ALLOWANCES**

A.(1) TEMPORARY WORK IN A HIGHER CLASSIFICATION: The Fire Chief shall not request approval of the appointment for temporary work in a higher paid classification if the subordinate employee will have some, but less than substantially all, of the duties and responsibilities of the higher paid classification. An employee who is properly appointed in accordance with the provisions of this section to work temporarily in a higher paid classification shall receive the proper job title and a 5% salary differential during only the period of time that the subordinate employee has all or substantially all of the duties and responsibilities of the higher paid classification. When acting as the Fire Chief, the person (excepting the Deputy Chief) in the acting capacity will receive a 10% salary differential. A Battalion Chief assigned to work as Deputy Chief shall receive 15% of their individual base salary rate per month additional. While serving as Deputy Chief, the Battalion Chief is no longer covered by this agreement except as detailed in the executive management ordinance.

(2) Should any member so assigned and working in a higher classification incur any injury or illness which involves lost time during such assignment, he or she shall revert immediately to the regular classification and shall not receive acting pay for any time not actually worked; provided, however, that a member so assigned and working who incurs an industrial injury or illness shall be paid at the rate due the higher classification for time lost during the remainder of the period of the specific assignment only.

(3) RESTRICTIONS FOR TEMPORARY APPOINTMENTS: Generally, an employee who is relieving the Fire Chief when the employee is paid a salary commensurate with their duties, (such as the Deputy Chief) shall not be promoted temporarily to the higher paid classification in the department. However, the City Manager in their discretion, may approve such an appointment for temporary promotion at or near the beginning of relief, provided that the City Manager is satisfied that these two conditions are met: (1) the absence of the employee in the higher paid classification appears to be protracted, i.e., of 30 days or more duration and for purposes other than vacation leave; (2) the replacement shall assume all or substantially all of the duties and responsibilities of the higher paid classification.

### **B. Uniform Allowance**

Effective July 1, 2006, bargaining unit members shall receive an allowance of \$800 per fiscal year. Half of this allowance shall be paid on July 1st and the remaining half paid on January 1st for the purchase and maintenance of required

uniforms, including footwear. To qualify for either or both of the semi-annual allotments, members must be employees of record on the date of payment.

C. Personal and Professional Development

All full-time employees covered by this memorandum of understanding are eligible for reimbursement of expenses related to approved professional development activities, participation in civic clubs and organizations, or computer hardware, or computer software related to City business or career development; and physical fitness clubs or programs in an amount up to \$750 per fiscal year. No more than \$250 per year may be spent on physical fitness clubs or programs.

D. Battalion Chief Working 40 Hours

Battalion Chiefs assigned to work a 40-hour week, including the Training Director, shall receive 10% of their individual base salary rate per month additional.

E. Hazardous Materials Response Team

The City shall provide Chief Officers who are qualified to direct Hazardous Materials operations with the same five percent (5.0%) stipend as provided to those assigned to the HazMat team.

F. EMT 135 Certification

The Fire Department paid a 1.5% incentive for advanced EMT training to all RFMA members to achieve the EMT 135 Certification. This differential was in addition to the 4.0% EMT differential previously received by employees covered by this MOU that was rolled into base salary. On November 1, 2021, the 1.5% EMT 135 Certification differential was rolled into the base salaries of the Battalion Chief and Fire Marshal job classifications.

G. Education Incentive

- (1) An employee will receive 2.5% above regular salary for the following degrees or certifications effective the first full pay period in January 2023:

- Associate of Arts Degree
- Associate of Science Degree
- Bachelor of Arts Degree
- Bachelor of Science Degree
- Company Officer Certification
- Chief Officer Certification
- Fire Marshal Certification

Degrees must be from an accredited community college, college, or university. An employee is only eligible to receive the incentive for one degree and/or certification. An employee possessing multiple degrees and/or certifications shall only receive a single 2.5% incentive. Employees who become eligible in the future will receive the incentive pay prospectively.

- (2) Effective the first full pay period in January 2024, the incentive for the following degrees and certification will increase from 2.5% to 5.0% of regular salary:

Bachelor of Arts Degree  
Bachelor of Science Degree  
Chief Officer Certification  
Fire Marshal Certification

An employee will only be eligible to receive one incentive pay up to 5.0%. An employee possessing multiple degrees and/or certifications will be eligible for the most valuable incentive. For example, an employee possessing a Company Officer Certification and a Bachelor of Arts Degree will receive a 5.0% incentive. Employees who become eligible after January 1, 2024, will receive the incentive pay prospectively.

- (3) The City will initiate education incentive pay described in paragraphs (1) and (2) above the first full pay period after the Human Resources Department receives an Additional Pay Form and written proof of a qualifying degree or certification.

## **11. HOURS**

A. DUTY CYCLE: A duty cycle for Battalion Chiefs engaged in fire suppression shall consist of eight (8) twenty-four (24) hour duty shifts within a 24-consecutive day period.

B. DUTY SHIFT: A duty shift for Battalion Chiefs engaged in fire suppression shall consist of twenty-four hours commencing at 7:30 a.m., and ending at 7:30 a.m., the day following.

C. DUTY DAYS: The normal duty shift for firefighting employees engaged in fire suppression activities shall be considered to be two consecutive duty days within twenty-four hours, one of which shall be of ten hours length, beginning at 7:30 a.m., and ending at 5:30 p.m., the second of which shall be of fourteen hours length, beginning at 5:30 p.m., and ending at 7:30 a.m., of the following day. This shall be in accordance with the detailed duty schedule maintained by the Fire Department.

D. The normal work week for non-firefighting employees covered by this agreement shall be forty (40) hours, Monday through Friday.

E. Nothing herein shall prevent the City Council from directing the City Manager to (1) reduce the workforce, and/or (2) reduce the normal or traditional hours of work because of a shortage of work, lack of funds, or material change in duties or organization. Consistent with State law, any reductions would be subject to meet and confer with the bargaining unit to discuss its impact on the employees covered under this Agreement.

## **12. ATTENDANCE**

A. Employees covered under this Agreement shall be in attendance at their work in accordance with the rules governing hours of work, holidays, and leaves. The Fire Department shall keep daily attendance records of employees which shall be reported on the payrolls. Absence without leave may be cause for disciplinary action.

B. Absence without leave, for three consecutive days shall be deemed job abandonment and shall be an automatic resignation as of the last date on which the employee worked. The City will make the following attempts to contact such employees: first class mail; registered mail; and phone calls to their last known address and emergency contact person, if known. If the City receives no response and has not been contacted by the employee, the employee will be considered as having resigned.

If the employee or an authorized representative of the employee contacts the City within 30 calendar days of the date of resignation, requesting reinstatement, the City will, on a case-by-case basis, review the circumstances of the employee's absence and decide whether or not to reinstate the employee. This provision in no way limits the discretion of the City to discipline an employee for their absence without leave.

## **13. LEAVES OF ABSENCE**

A. The following shall be considered as normal types of leaves of absence.

|                              |                      |
|------------------------------|----------------------|
| Leave of Absence Without Pay | Compensation Leave   |
| Leave of Absence With Pay    | Vacation Leave       |
| Sick Leave                   | Military Leave       |
| Family Sick Leave            | Parental Leave       |
| Bereavement Leave            | Administrative Leave |

## B. LEAVE OF ABSENCE WITHOUT PAY

ONE YEAR: Upon an employee's request, the City Manager shall have the authority to grant a leave of absence without pay for a period not to exceed one (1) year.

OVER THREE DAYS: No employee shall be granted a leave of absence without pay for a period in excess of three (3) days for 40-hour per week employees or three duty days (for 56-hour employees) unless:

- (1) he/she makes a written request of the Department Head, stating the reason(s),
- (2) the Department Head recommends it,
- (3) the Director of Human Resources Management recommends favorable action by the City Manager, and
- (4) the City Manager approves it.

LESS THAN THREE DAYS: A request for a leave of absence without pay for a period of three days or less (40-hour employees), three duty days or less (56-hour employees) may be granted to an employee by the Department Head.

Failure on the part of the bargaining unit members to report promptly at the expiration of their leave may be considered as cause for disciplinary action or discharge.

## C. LEAVE OF ABSENCE WITH PAY

The City Manager, upon the recommendation of the Fire Chief and the Director of Human Resources Management, shall have the authority to grant leave of absence with pay. The manner of and the condition for granting such leaves shall be prescribed by the City Manager, except that where a leave of absence with pay is to extend for a period of more than two calendar weeks, it shall require specific City Council approval.

## D. SICK LEAVE

(1) Each employee shall accrue sick leave credits at the rate of eight hours per month for 40-hour per week employees and 12 hours per month for 56-hour per week employees, per month of service beginning 30 calendar days immediately following original appointment. There shall be no limit on the number of sick leave days that an employee may accumulate.

Sick leave may be used in increments of 6 minutes or more for 56-hour employees. Forty-hour per week employees may be used in increments of four hours or more. Incremental sick leave usage for less than a four-hour period, for 40-hour employees, will not be charged to the employee's sick leave balance.

All employees in the Classified Service shall be entitled to sick leave as specified in the preceding paragraph except the following:

- (a) Employees who work on an intermittent or part-time basis and who have worked less than half-time in the preceding calendar year.

- (b) Employees who work on a seasonal basis or employees other than regular employees who work on a limited-term appointment, including but not limited to relieving another employee on sick leave or injury leave.

(2) FAMILY SICK LEAVE: Each eligible employee may use sick leave for illness or injury in their family. For purposes of this section, family member is defined as child, parent, spouse, or domestic partner. Such usage of sick leave shall be within the amounts specified in this Section 13. For family sick leave to be authorized, the family member must have a disabling ailment or must reasonably need the employee's assistance in obtaining diagnostics or therapy.

(3) TYPES OF MEDICAL CARE QUALIFYING FOR SICK LEAVE: Sick leave properly may be used for the following or similar purposes: illness, disability, dental care, diagnosis, and therapy when requested or ordered by competent medical or dental authority, and family illness as indicated in the preceding paragraph.

(4) DOCTOR'S CERTIFICATE OF DISABILITY: A doctor's certificate of disability must be furnished on the request of the City Manager, the Department Head, or their designee. But in any event, a doctor's release to return to work shall be mandatory after seven consecutive calendar days of sick leave.

(5) PAYMENT FOR UNUSED SICK LEAVE (ANNUAL): Each eligible employee who has used five (5) days or less of sick leave during the preceding calendar year may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At the employee's option the payment for unused sick leave may be converted to equivalent vacation time. Employees shall express their preference no later than January 15 each year. When an employee elects to receive payment in cash or vacation time, their sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. To be eligible for this provision, an employee must have been a full-time employee for two (2) years prior to the calendar year on which the pay for unused sick leave calculation is based.



(6) PAYMENT FOR UNUSED SICK LEAVE (RETIREMENT): Any bargaining unit member who retires from City service for reasons other than disability shall be entitled to receive pay for 70% of their accumulated sick leave at the effective date of their retirement. Any sick leave hours not used for payment of unused sick leave at retirement shall be applied to CalPERS for service credit. This section shall also apply to individuals who are still covered by the City's prior Police and Firemen's retirement plan.

(7) PAYMENT FOR UNUSED SICK LEAVE (DEATH): The spouse of any employee who dies due to a work-related illness shall receive pay for 50% of the accumulated sick leave of the deceased employee.

#### E. Bereavement Leave

Employees working in a regular full time or regular part time City established position shall be eligible for the bereavement leave provisions specified below.

(1) In the case of a death within the immediate family of an eligible City employee, that employee shall have a right to leave of absence with full pay to a maximum period of four (4) consecutive workdays for 40-hour per week employees (pro-rated for regular part time employees) and two consecutive 24- hour work shifts (for 56-hour per week employees) for each such death. Such leave must have one or more of these purposes: making arrangements for burial services; enabling employee and family members to recover from emotional upsets; and settling property estate and similar problems.

(2) For purposes of this Article, immediate family members include husband, wife, parents, children, brothers, sisters, aunts, uncles, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partners. Immediate family members shall also include minors living as a member of the family.

(3) One (1) day of bereavement leave is available to attend services for relatives not meeting the definition of "immediate family" as cited above. These would include nieces, nephews, and cousins.

(4) Absence by eligible employees to attend burial services for persons other than those specified in this Article 13.E(2) and 13.E(3), shall be either as compensatory time off, in no-pay status, or as vacation in amounts needed.

F. Parental Leave

(1) All natural mothers shall be granted a leave of absence without pay for a period up to four (4) months. An additional two (2) months shall be granted with appropriate medical documentation.

During this leave, the City will continue to pay the premium for her medical plan and long-term disability plan, subject to policy rules and regulations.

(2) All fathers or adoptive parents shall be granted thirty (30) days' leave without pay commencing one week prior to the birth or adoption of a child, during which time the City will continue to pay the premium for the employee's medical plan.

(3) All parents granted a leave of absence as described above shall receive one week's paid leave for 40-hour per week employees as part of their four (4) months leave. Fifty-six (56) hour per week employees shall receive two and a half (2 ½) twenty-four (24) hour shifts. The week's pay is payable upon the birth or adoption of the child.

G. FAMILY AND MEDICAL CARE LEAVE: Pursuant to State and Federal law, the City will provide family and medical leave for eligible employees. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "leave" under this section shall mean leave pursuant to the FMLA and the CFRA.

(1) Amount of Leave: Eligible members are entitled to a total of 12 workweeks of leave during any 12-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave under this provision, the City will look back over the previous 12 month period to determine how much leave has already been used under this provision and determine the balance available.

(2) Use of Other Accrued Leaves While on Leave: If a member requests leave for their own serious health condition, the member must also exhaust sick leave concurrently with the leave.

Leave shall also be concurrent with the time an employee is on paid leave taken under Labor Code Section 4850 as described in the following section 14.

(3) While the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he or she will need leave in the future but does not know the exact date(s) (e.g. for the birth of a child), the employee shall inform their supervisor, in writing, as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

#### H. Administrative Leave

"Administrative" employees, i.e., working a forty-hour week, represented by the RFMA shall be eligible to receive five days of Administrative Leave each Fiscal Year. Administrative Leave must be used in full-day increments and may not be cashed out or carried over to the following year.

Administrative Leave will be available after six months employment for employees who have worked less than a full fiscal year. Administrative Leave will be prorated for those employees but still must be used in full day increments. After six months employment the employee will be credited with three days Administrative Leave and will receive one additional day for each remaining three months of the fiscal year they work.

### **14. WORKERS' COMPENSATION LEAVE**

Any City employee, who is unable to work because of bodily injury or sickness which occurs while he/she is acting within the course and scope of their employment, shall be paid their full salary up to a maximum of 52 weeks from the date that he/she is unable to work in accordance with Labor Code Section 4850, subject however, to the following conditions.

A. A return to duty or retirement with pension within said period of time shall automatically terminate the City's liability hereunder.

B. During the time the employee is receiving total temporary disability compensation payment, the City shall make payment in accordance with Labor Code Section 4850 as applicable. If after completion of disability leave, it is determined that a permanent and stationary disability exists, it shall be the City's decision to retire the employee with a 70% sick leave cash-out as final total

settlement. Any sick leave hours not used for payment of unused sick leave at retirement shall be applied to CalPERS for service credit.

C. The termination by the City of payments under this Section shall terminate the City's liability hereunder for the payment of full salary. If, within 60 days after the termination of said total temporary disability compensation payments, an employee applies for a hearing before the Workers' Compensation Appeals Board (WCAB), the employee's full salary shall be paid forthwith pending decision by the WCAB, but not to exceed a total of 52 weeks from the beginning of the injury or illness.

D. In the event that it shall be determined from competent medical evidence that it is reasonably probable that an employee absent on compensation leave will not be physically or mentally able to perform the full duties of their position, the City shall terminate their right to any contribution toward their salary. Said employee shall be obligated to immediately apply for a disability pension. The employee's department head shall be responsible for the administration of the provisions hereof, and he/she shall require the employee to submit periodic medical reports and also, if necessary, require the employee to submit to such medical examinations as may be necessary to provide the City with information as to the employee's physical and mental condition. Said employee shall cooperate fully with the City. Upon the employee's date of disability retirement, the employee, upon approval by the City, shall be entitled to receive as final total settlement, a lump sum payment of 50% of their sick leave accumulated up to their retirement date. This option is in lieu of the PERS credit option described in Section 21.

E. During the time that an employee is disabled by reason of bodily injury or sickness resulting from the course and scope of their employment, neither their vacation leave nor sick leave account shall be charged for the purpose of paying compensation leave benefits during said period.

F. An employee absent from duty under this Section shall have such absence considered as "service" for purposes of computing rate of sick leave and vacation leave.

G. In the event that an employee's injury or sickness results from the carelessness or negligence of a third party, the City of Richmond shall have the same right of subrogation for reimbursement of salary paid as does the City's compensation carrier under the Labor Code of the State of California.

H. In case a dispute arises by reason of the provisions of this Section, the City Manager shall have the right to make such investigation as he/she deems advisable, and he/she shall determine the issue.

## **15. VACATION**

A. Each regular full-time employee shall be eligible for vacation leave as described in the following sections. The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed.

The only employees who are not covered by this section are: employees who work on an intermittent basis, and who have worked less than half-time in the preceding calendar year; employees who work on a part-time basis, and who have worked less than half-time in the preceding calendar year; and employees who work on a seasonal basis, or employees, other than regular employees, who work only on a limited-term appointment, including but not limited to replacing another employee on sick leave, injury leave, or maternity leave.

B. Each employee working on a full-time basis shall accrue vacation at the rates specified below beginning with the date of original appointment. Vacation accrual shall be based on seniority. The accrual rate shall be as follows:

| YEARS OF SERVICE |   |          | 56 HR. EMPLOYEES |
|------------------|---|----------|------------------|
| 0                | - | 5 Years  | 6 Shifts         |
| 5+               | - | 10 Years | 9 Shifts         |
| 10+              | - | 15 Years | 10 Shifts        |
| 15+              | - | 25 Years | 12 Shifts        |
| 26               | - | 27 Years | 13 Shifts        |
| 28               | - | 29 Years | 13.5 Shifts      |
| 30               |   | Years    | 14 Shifts        |
| 31+              |   | Years    | 15 Shifts        |

| YEARS OF SERVICE |   |          | 40 HR. EMPLOYEES    |
|------------------|---|----------|---------------------|
| 0                | - | 5 Years  | 12 days (96 hours)  |
| 5+               | - | 10 Years | 18 days (144 hours) |
| 10+              | - | 15 Years | 20 days (160 hours) |
| 15+              | - | 25 Years | 24 days (192 hours) |
| 26               | - | 27 Years | 26 days (208 hours) |
| 28               | - | 29 Years | 27 days (216 hours) |
| 30               |   | Years    | 28 days (224 hours) |
| 31+              |   | Years    | 30 days (240 hours) |

When a person is assigned on a permanent status to a 40-hour work schedule from a 56-hour work schedule or vice versa, the accumulated balances for vacation and sick leave shall be adjusted equivalently for the specific work schedule. The purpose of the balance adjustments is to ensure that each person who moves between work schedules, maintains their equivalent sick leave and vacation balances.

Vacation Reserve: No employee in the bargaining unit shall accumulate more than the equivalent of three times their annual vacation accrual. At any time during the year when three times the vacation accrual are accrued, the employee will cease earning vacation until the employee has utilized vacation and their balance has fallen below their maximum accrual. Each time the maximum accrual is reached, the employee shall stop accruing additional vacation. There will be no exceptions or waivers of the vacation accrual limit except as identified in the paragraph below. The Department shall schedule vacation off, on or before the employee reaches their vacation accrual maximum.

An employee on 4850 leave may accrue up to one additional year of vacation accrual, for a maximum of four times their annual vacation accrual.

Upon return to work from 4850 leave, for a period of time not to exceed six months 1) the employee's vacation accrual maximum will be four times their annual vacation accrual and 2) employee may accrue additional vacation over that cap during that six-month period of time. After that six-month period, the employee shall cease to earn additional vacation if they are above the three annual vacation periods limitation.

Throughout the first two calendar years immediately following original appointment, each new employee who is potentially eligible shall accrue vacation at the rate of one-half of one duty shift for each completed calendar month of service by each eligible employee. Commencing January 1 of the third calendar year following initial employment, such employees shall be entitled to vacation leave as is specified above.

C. Limitations on Vacation Leave and Accumulation of Vacation Leave: No employee shall take more than the equivalent of two annual vacation periods in any one calendar year, except when vacation has been deferred at the request or order of the department head and approved by the City Manager in the best interests of the City government and the employee.

Each employee working full-time in a regularly established, continuing position in the Classified Service normally must have served one year continuously in order to be eligible for vacation leave. When unusual needs exist and after proper formal approval has been obtained, an employee, after six months of continuous service, may be permitted to take accumulated vacation.

D. Vacation which has been deferred at the request or order of the department head and approved by the City Manager is excluded from the preceding provisions of this section. Requests for deferring vacation must be presented to the City Manager before October 30 of any calendar year.

E. Generally, vacation shall be used in increments of not less than three (3) consecutive duty shifts for 56-hour per week employees. However, an employee may use vacation leave in lesser amounts when authorized to do so in writing by the Fire Chief. Such lesser amounts shall not be less than one-half shift day increments.

Forty-hour per week employees may use their vacation entitlement in no less than one half day increments. Time off for 40-hour per week employees for less than a half day period (four hours) will not be charged to the employee's vacation balance.

F. Effects of Holidays Upon Vacation Leave:(This language is applicable to non-fire suppression personnel working a 40-hour work week only). In the event one or more municipal holidays fall within a vacation leave, such holidays shall not be charged as vacation leave and vacation leave shall be extended accordingly.

G. TIMES AT WHICH VACATION LEAVE SHALL BE TAKEN: The times at which an employee shall take their vacation leave during the calendar year shall be determined by the Fire Chief or their designee, with due regard for the wishes of the employee and particular regard for the needs of the service. However, the Fire Chief must ensure that each employee uses their vacation leave within the calendar year unless that employee requests and obtains postponement.

H. EFFECTS OF EXTENDED MILITARY LEAVE UPON VACATION LEAVE: For the purpose of determining length of service, time spent on military leave from City service shall be counted as time spent in the service of the City.

If an employee is granted an extended military leave, such employee shall be paid for all unused vacation.

I. VACATION AMOUNTS AT TERMINATION OF ACTIVE EMPLOYMENT. Following termination of active employment for whatever cause, the City government shall pay to the employee or to the estate such vacation as was due to the employee at termination or shall obtain reimbursement from the employee or estate for used vacation which was in excess of vacation due to the employee at termination, by deduction from severance pay or otherwise. Payment by the City government to the employee or the estate shall be in one payment at approximately the time of termination of active employment.

J. For the purpose of calculating sick and vacation accruals for part-time personnel, any time compensated as sick leave or vacation shall be considered as time worked. Less than full-time employees will advance to higher levels of leave accrual rates when their cumulative time worked in hours, during years that qualify for the accrual of leave benefits, equals the time required for full-time employees to advance to higher accrual rates.

K. RATE AT WHICH VACATION LEAVE SHALL ACCRUE FOR OTHER THAN FULL-TIME EMPLOYEES. Each employee working on an intermittent or part-time basis and who has worked 50% or more of the annually scheduled working hours in the preceding calendar year without a termination of employment shall be entitled to a prorated vacation leave based upon their date of employment, upon the number of calendar years in which service has been rendered, and upon the actual amount of time worked in the preceding calendar years.

## **16. MILITARY LEAVE**

A. Military leave shall be granted in accordance with the provisions of California State law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken. If the employee applies to the Public Employee Retirement System for PERS credit, and is approved, the City will make the necessary contributions as if the employee had been receiving full City paid salary while on extended active duty, for a period up to twelve months.

B. No person shall be appointed permanently to a position from which another is on military leave, provided that nothing contained in this section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to another position in the same class in the event a vacancy shall occur through death, retirement, resignation, promotion, demotion, transfer or other action not related to military leave.

C. When an employee is called for and serves an involuntary extended duty period beyond the normal two week obligation in the military, the City will pay the difference between the employee's extended active duty pay and their base pay for a period of twelve months. This will only occur when the employee's City pay is higher than the employee's military pay.

## **17. LEAVE FOR JURY DUTY**

A City employee ordered to jury duty during the employee's regularly scheduled work hours has a right to full pay during actual jury service. The following shall apply:

A. All City employees generally shall willingly accept ordered jury duty as one of the obligations upon all eligible citizens.

B. City employees shall properly inform the officials who control jury duty of such unusual factor in their City jobs, including workload, as the jury officials might judge to be adequate ground for deferral of or excuse from jury duty.



C. Such jury leave may be based upon, but is not limited to coroner, municipal court, county superior court and federal jury duty.

D. Employees shall pay immediately to the City Government such amounts of money as they receive as a per diem but shall be entitled to keep such mileage payment as are made to them.

E. Each Department Head must properly notify jury officials when jury service by a subordinate would seriously impair the operation of the department.

F. Each employee shall expeditiously report their probable absence for jury duty and must immediately report the termination of active jury service.

#### **18. CERTAIN COURT APPEARANCES**

A. Employees occasionally are required, by subpoena or otherwise, to be present at court proceedings in connection with their City employment. Such court appearances shall be in full duty status. Employees are entitled, through normal administrative procedures, to payment by the City government for out-of-pocket expenses.

B. Employees required, by subpoena or otherwise, to be present in court not in connection with their City employment shall make court appearances either in no pay status or on vacation time.

#### **19. HEALTH BENEFITS**

A. Medical Plans:

The City shall contract with the California Public Employees Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees, retirees and eligible survivors (including those in the City of Richmond Safety Pension Fund) of retirees. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the rules promulgated by PERS. Unless prohibited by PERS or by law, the medical plan coverage described herein shall apply to persons retired.

The City shall pay \$20.00 per month to PERS on behalf of each active employee participating in a health plan. In the event PERS requires a minimum employer payment in excess of \$20.00 per month, the City shall pay the additional amount. The City shall pay \$2.00 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with PERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the minimum rate required by PERS.

B. Active Employees Benefit Account:

In addition to the contributions listed above, the City shall establish a Benefits Account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the City. All such employees shall receive monthly contributions from the City into their benefit account. That amount, coupled with the \$20 described in 19.A. shall not exceed the amount of premium for the Kaiser health plan. Contributions shall be made based on single coverage, one dependent, and more than one dependent costs. Should the premium for the Kaiser health plan change during the life of this contract, the City shall change the dollar amount to be paid toward this benefit by the same amount as the premium change.

Employees covered by a plan more expensive than the Kaiser health plan shall pay the difference between the City's contribution and their plan premium.

The City shall not treat the City contributions of \$20.00 or the Employee Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any Federal, State or local tax liability or penalty that may arise out of the implementation of this section.

CAFETERIA OPTION: Bargaining unit members who opt not to use the above medical insurance, and who can document to the City's satisfaction that he/she has group health insurance benefits through a spouse's plan or through another source (e.g. retired military benefits) shall receive a payment of \$200 (\$150 a month if not eligible for dependent health coverage) a month. This option is available upon initial employment and at the annual insurance benefits "open period." In the event alternative coverage is lost, the City will allow immediate reinstatement to the City's health plan as described in the preceding paragraphs. Bargaining unit members receiving payment in lieu of benefits may apply the payment towards the IRS Section 125 Flexible Benefits Plan, described in 19.I below.

C. Active Employee Medical Contribution: Employees in RFMA classifications contribute \$125 per month for active employee medical benefits.

D. RETIREE MEDICAL: The City will provide retiree medical premiums for employees retiring on or after July 1, 2006, based on the following chart, and not to exceed 100% of the Kaiser North Rate for the applicable coverage:

| <u>Years of Service</u> | <u>Percent of Premium*</u> |
|-------------------------|----------------------------|
| 25 years or more        | 100%                       |
| 15 through 24 years     | 90%                        |
| 10 through 14 years     | 80%                        |

\*Percentage of the Kaiser North Rate for the applicable coverage for single, double, or more than two dependents.

Retirees eligible for 100% and covered by a plan more expensive than the Kaiser North Rate for the applicable coverage, shall pay the difference between the City's contribution and the plan's premium. Retirees eligible for 90% or 50%, shall pay the difference between the City's contribution and the actual premium.

Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

To be eligible for the benefits of this section, the retirees must retire (1) on or after August 1, 1988, and (2) retire within 120 days of separation from the City payroll, and (3) be enrolled in a PERS medical plan offered by the City at the time of separation and thereafter, and (4) be at least 35 years of age with a minimum of 15 years City service.

The payment for retirees set forth above shall be made monthly from the date of retirement until the retiree ceases to participate in the PERS medical program. If in the case of Medicare eligible, the retiree changes the number of dependents, the amount shall be reduced accordingly.

If a retiree qualifying for the benefits above is survived by a spouse who qualified as an annuitant (i.e. is continuing to receive a pension from the City), said surviving spouse shall receive all the benefits described above and is subject to the same administrative procedures.

Retirees shall be responsible for notifying the City of their eligibility for Medicare, or single, two party, or three-party status, within 30 days of such eligibility. If such status is not reported, the retiree shall be liable for refunding excess amounts received to the City.

E. OPEB (RETIREE MEDICAL) CONTRIBUTION: Employees in RFMA classifications contribute \$400 per month toward other post-employment benefits (OPEB).

F. HEPATITIS B IMMUNIZATIONS: For those classes covered by this memorandum of understanding, Hepatitis B immunizations and any follow-up treatment required to keep immunizations current will be provided at City cost.

G. Dental Plan

The City shall contribute the full premium towards group dental plan benefits for employees and dependents including two thousand dollars (\$2,000) maximum for orthodontics and adult orthodontics coverage. The maximum dental benefits (except for orthodontics) is one thousand five hundred dollars (\$1,500) a year for the life of this Memorandum of Understanding.

H. Vision Plan

The City shall contribute the full premium for a no deductible group vision plan providing for eye exams and new lenses every twelve months and new frames every twenty-four months.

I. FLEXIBLE BENEFITS PLAN

Upon ratification by the Association and the City of this Memorandum of Understanding, the City will establish a Flexible Benefits Plan under the provisions of IRS Section 125, subject to any changes in Federal law or regulation that may occur. The Flexible Benefits Plan will be available to all bargaining unit employees.

Employees may use their own funds on a tax free basis to participate in the Flexible Benefits Plan. Employees eligible for the credit in lieu of medical insurance shall apply those funds toward the Flexible Benefits Plan. They may also apply their own funds towards the Plan.

Options available through the Plan are:

1. Medical Premiums
2. Dependent Care
3. Health Care Reimbursement

Any funds applied to options 1 - 3 would be tax free.

## **20. LIFE INSURANCE AND LONG TERM DISABILITY**

A. The City shall provide a group life insurance program providing for term life insurance equal to one and a half times ( $1\frac{1}{2}$ ) the employee's annual salary, but in no case less than \$25,000.

B. The City shall provide a Long Term Disability insurance program for full-time classified employees. This program shall include payment of sixty percent (60%) of an employee's monthly salary for a maximum monthly benefit of \$5,000 after a 30-day waiting period. Disability insurance payment shall extend not beyond age 65 for disabilities caused by accident, and for a period not to exceed five years for disabilities caused by illness.

## **21. RETIREMENT PLAN**

A. Effective January 1, 2005, the City shall contribute on behalf of each employee, in classes covered by this agreement, one-half of the employee's contribution to the Public Employees Retirement System (PERS). This Employer Paid Member Contribution ("EPMC") shall be treated as special compensation under CalPERS "Pay and Report the Value of EPMC" provision. Employees shall be responsible for paying the remaining one-half of their contribution. The City will take appropriate steps to implement the provisions of Internal Revenue Code Section 414 (h)(2) relative to employee-paid PERS contributions.

B. Effective July 1, 2005, the City stopped its contributions to the employee's share of CalPERS cost and stopped reporting the value of "EPMC." Employees are responsible for paying the full amount of their required PERS contribution.

C. Members of the bargaining unit may apply for military service credit directly to PERS.

D. The Public Employees' Pension Reform Act (PEPRA) calls for employees to pay at least 50% of normal pension cost (the maximum contribution that can be imposed on safety is 12%). As a result, classic employees began paying 12% on September 1, 2015. If the law is modified, repealed, and/or amended, and the City is not legally mandated to require safety members to pay 50% of normal pension cost, the City agrees that the additional 3% in pension cost that RFMA members are contributing, will be reverted to salary for all members.

## **22. LAYOFFS AND EFFECTS**

A. Order of Layoffs

The order of layoffs of employees with permanent appointments in the class shall be in the reverse order of total cumulative time served within that class upon the

established date for the layoff to become effective. In the event two or more individuals were appointed to rank on the same day, total cumulative City time shall be used to determine lay-off. If total cumulative City Time is identical, the deadlock will be broken by a coin toss. Representatives of the Association and management will conduct the toss.

No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional and probationary employees in that class have first been terminated.

**B. Bumping**

Employees laid off as in "A." above, will "bump" to the next lower classification that they have held in a permanent status, provided that the amount of time the employee has served in the Fire Department exceeds the amount of time served of at least one other employee in the lower classification.

**C. Severance Pay**

(1) A permanent employee, engaged in fire suppression, who is laid off due to reduction in force, as outlined in the Personnel Rules, shall be entitled to severance pay in the amount of three shifts (pro-rated if part time) of unused sick leave for each year of continuous service up to a maximum of 15 shift's pay. Employees covered by this agreement and working a 40-hour week shall be entitled to severance pay in the amount of six days (pro-rated if part time) of unused sick leave for each year of continuous service up to a maximum of 30 days' pay. Any such employee who is laid off and subsequently reemployed by the City shall only be entitled to receive severance pay for those workdays during which the individual was not in an employment status. Reinstatement from lay off is contingent upon the employee first repaying any severance pay he/she is not entitled to.

(2) A permanent employee who is laid off due to reduction in force shall be entitled to severance benefits as follows: three months' salary continuation; six months continuation of medical related insurance and life insurance.

**23. RESIGNATION AND RELEASE DURING PROBATIONARY PERIOD**

A. An employee wishing to leave the Classified Service in good standing shall file with their supervisor at least fourteen (14) days before leaving the service, a written resignation stating the effective date and reason(s) for resigning.

If an employee fails to provide such notice and later seeks reinstatement, the employee's failure to provide notice may result in a refusal of reinstatement. The resignation shall be forwarded to the Director of Human Resources Management with a statement by the Fire Chief or designee evaluating the services of the employee.

B. During the probationary period, any newly hired probationary employee may be released at any time by the Fire Chief or designee.

#### **24. NEPOTISM POLICY**

A. For purposes of this Article, immediate family members include husband, wife, parents, children, brothers, sisters, aunts, uncles, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partners.

B. The Fire Chief has the responsibility and discretion to address claims raised by employees concerning the effect on safety, efficiency and/or morale of members of immediate families:

- (1) being in direct or indirect supervisory relations over each other, or
- (2) reporting to the same supervisor.

During the term of this MOU, the Fire Chief will attempt to resolve any such issues through mechanisms such as changes in shift or assignment, without financial hardship to the employees involved.

#### **25. PROBATIONARY PERIOD**

A. The probationary period is a basic part of the employee selection process, and shall be used for: (1) close observation of the employee's work and conduct, (2) securing the most effective adjustment of a new employee to their position, and (3) rejecting any probationary employee whose performance clearly does not meet the minimum standards of work production, conduct, fitness and development which are required.

B. All appointments made from eligible lists of permanent positions shall be tentative and subject to a probationary period. Based on the recommendation of the Fire Chief, and with the approval of the Director of Human Resources Management and the City Manager, continuous temporary service prior to appointment from an appropriate eligible list may be counted as part of the probationary period provided that the temporary service was in the same class and the same position to which the probationary appointment is made. Such probationary period shall be six (6) months for employees who have been promoted from one position to another in the Fire Department.

C. Any employee rejected during the probationary period following appointment to a higher classification shall be reinstated to the position from which he/she was appointed, unless charges are filed and he/she is discharged in the manner provided in Article XIII of the Charter and the Personnel Rules.

## **26. PROBATIONARY PERFORMANCE REPORTS**

A. It shall be the duty of the Fire Chief during the probationary period of each employee in the Department to investigate thoroughly the probationer's adjustment, performance, and general acceptability to determine whether or not the probationer is fully qualified for permanent appointment. He/she shall be responsible for reports on the probationer's performance and conduct at the completion of every three calendar months during the probationary period, and within ten days of the end of the probationary period, or more frequently if deemed desirable by the Fire Chief or their designee. Such reports will be reviewed with the probationary employee by the rater. The probationary employee shall receive a copy of each report.

B. The final probationary report on each probationary employee shall include the Fire Chief's recommendation to the City Manager either to retain or reject the probationer. Such reports shall be upon forms prescribed by and submitted to the Director of Human Resources.

C. **EFFECT ON LEAVES OF ABSENCE ON PROBATIONARY PERIOD:** The probationary period of a given employee shall be extended by the time equal to the time she/he has been on leave of absence, other than vacation, or holiday leave during this probationary period.

## **27. HOLIDAYS**

A. Bargaining unit members working a forty-hour week shall be allowed a fully paid leave of absence (8 hours) on the following named holidays:

|                               |                                                         |
|-------------------------------|---------------------------------------------------------|
| Independence Day              | July 4                                                  |
| Labor Day                     | First Monday in September                               |
| Admission Day                 | September 9                                             |
| Columbus Day                  | Second Monday in October                                |
| Veteran's Day                 | November 11                                             |
| Thanksgiving Holidays         | Fourth Thursday in November<br>and the Friday Following |
| Christmas Day                 | December 25                                             |
| New Year's Day                | January 1                                               |
| Martin Luther King's Birthday | Third Monday in January                                 |
| Washington's Birthday         | Third Monday in February                                |
| Memorial Day                  | Last Monday in May                                      |



When a holiday falls on Sunday, the Monday following shall be considered as a holiday. When a holiday falls on Saturday, the Friday preceding shall be considered as a holiday.

In addition to those holidays listed above, eligible employees shall be:

1. Granted three paid "floating holidays" per calendar year which may be taken at any time during the calendar year subject to the approval of the department head. Said holiday must be taken during each calendar year and may not be carried over from one calendar year to the next. To be eligible for such holiday, an employee must have been working for the City prior to September 1 of the calendar year, and

2. Entitled to one additional day off without loss of pay on the last regular work day before either Christmas Day, New Year's Day or on or before another religious or cultural holiday mutually agreed to with the City. This is a once a year benefit, not to be used prior to more than one holiday.

B. Bargaining unit members working a fifty-six (56) hour week shall be paid for fifteen (15) holidays a year at a rate of twelve (12) hours per holiday. They shall receive fifty percent of their holiday pay on June 15 and fifty percent on December 15 each year. Employees who have been on paid status less than twelve months will receive pro-rated payments.

The fifteen holidays to be reimbursed for include twelve holidays listed in section 27.A., the day before Christmas, the day before New Years, and the day after New Years.

## **28. DRUG AND ALCOHOL ABUSE TESTING**

The Fire Management Association and the City agree to utilize the testing protocol agreed to in December 1994, in the event that a member shows evidence of being under the influence of drugs or alcohol on the job.

## **29. GRIEVANCE PROCEDURE**

Definition of a Grievance. A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this agreement or of the Personnel Rules, which adversely affects the grievant except for the following: rejection from probation; performance evaluations, any exercise or lack of exercise of Management Rights (Article 3), any complaint for which another avenue of appeal exists, and any claim of violation of law including the requirement to meet and confer under the Meyers-Milias-Brown Act. (For a definition of grievances which

may go to Binding Arbitration, see Binding Arbitration, Applicability, below. Any other grievances may not use the Binding Arbitration step).

Union as Grievant. The Union may be the grievant only when multiple grievances of the same action(s) are made by identified unit members.

Time Limits/Designees. All days are calendar days. The employee and/or the Union must initiate a grievance as provided in Step 1 within fourteen (14) days of the occurrence of the dispute or fourteen (14) days from such time as the employee and/or the Union could have been aware of the problem. At each step, the City representatives shall have fourteen (14) days to respond to the grievance except at step 3 wherein the City Manager shall have a reasonable period (not to exceed 30 days) in which to respond to the grievance. The employee and/or Union shall have fourteen (14) days from receiving notice of a rejected grievance to forward the grievance to the next higher step. These time limits may be extended by mutual written agreement by the parties. Failure of the employee to respond within the specified time limits, unless such are extended, shall dismiss and nullify the grievance. Failure of the City to observe such time limits, unless such are extended, shall cause the grievance to be moved to the next higher step. Wherever reference is made to "Department Head," "Human Resources Director," or "City Manager," such reference shall be deemed to include "or their designee".

Procedure:

*Step 1.* The employee and/or the Union must present the grievance personally, in writing, to the Department Head which states: the grievant's name; the grievant's position; the date the grievance is filed; a factual account of the adverse action, including but not limited to, the names of the persons involved, the location of events, and the date and time of the adverse action; the specific Memorandum of Understanding provision or Personnel Rule violated; and the proposed remedy. This step is not intended to preclude open and frank discussions between the employee and their supervisor before a grievance is filed; however, the time limits will not be extended during this discussion period unless both parties agree in writing. The Department Head shall meet with the grievant and give a written answer to the grievance.

*Step 2.* If the grievance is not resolved at Step 1, the employee and/or the Union shall submit the grievance in writing to the Director of Human Resources. The Director of Human Resources shall meet with the grievant and/or the Union and give a written answer to the grievance. If the grievance is rejected, the Director of Human Resources shall give the grievant and/or the Union the reasons therefore in writing.

*Step 3.* If the grievance is not resolved at Step 2, the grievant and/or the Union may submit the grievance to the City Manager and a meeting with the City Manager may be requested with all designated parties to air the complaint. If the City Manager rejects the grievance, written notice of such rejection and the reasons therefore shall be given to the employee and/or the Union.

*Step 4.* Upon receipt of a written notice that the City Manager has rejected the grievance, the grievant and/or the Union shall have the right to present the matter to the Personnel Board under the Personnel Rule governing appeals and hearings or, where permitted, to present the matter to an arbitrator pursuant to Paragraph 12.2 of this agreement.

***Binding Arbitration***

Binding arbitration is agreed to by the Union and its members with full knowledge that they are waiving their rights to a Personnel Board hearing as described in Personnel Rule XI, and in Article XIII Section 7(a) of the City Charter. Specifically, employees utilizing binding arbitration waive the right for a Personnel Board investigation, hearing, and recommendation to the City Manager.

Applicability. This section applies only to employees covered by this agreement as described in Attachment A. This procedure shall be applicable only in the following situations.

Disputes concerning disciplinary actions greater than five days suspension without pay, including disciplinary termination of employment, pay reductions equivalent to greater than five days' pay, and demotions.

Disputes over the agreement concerning interpretation and/or application of specific language in grievable sections of this Memorandum of Understanding for which no other avenue of redress exists may also be grieved to arbitration. Such request for arbitration must come only from the Union. In such circumstances, an arbitrator will decide how the specific requirement, condition, or provision of the agreement will be applied.

Time Lines. A written request for arbitration shall be served on the Director of Human Resources Management within 14 calendar days after the City Manager has delivered to the employee their decision on the disciplinary matter or contract interpretation/application issue. These time lines may be waived or extended only with the mutual written consent of both parties.

If the above time limitations are not met, the grievant or the Union will have waived all rights to arbitration or a hearing by the Personnel Board on the proposed discipline or contract interpretation/application issue.

Selection of an Arbitrator. An impartial arbitrator shall be selected jointly by the City and Union. Within fourteen (14) calendar days of the request for arbitration, the moving party will request of the California State Conciliation Service a list of five arbitrators. Each party shall in turn cross off one name on the list; the first party to cross off a name shall be determined by a flip of a coin. The final name left on such list shall be the arbitrator. The arbitrator shall render a decision no later than 30 days after the arbitration hearing, unless otherwise agreed upon by the parties and the arbitrator. Such decision shall be in conformance to the terms of this Memorandum of Understanding. Copies of the decision will be furnished to both parties.

Decision of the Arbitrator is binding. The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Said decision shall be issued in writing and made in accordance with and in conformance to, the terms of this Memorandum of Understanding.

Fees and Expenses. The fees and expenses of the arbitrator and of a court reporter if used, shall be shared equally by the Union and the City. Each party, however, shall bear the cost of its own attorney's fees or other presentation costs including but not limited to preparation for the hearing and post-hearing briefs, if any.

Limitations on Arbitrator's Authority and Jurisdiction.

No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves an eligible employee in this represented unit and unless such dispute falls within the section above-entitled Applicability.

Proposals to create, add to, or change this written agreement or addenda supplementary thereto shall not be arbitrable and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of the Management Rights section of this Memorandum of Understanding shall be submitted to this procedure.

No arbitrator shall have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment or to make any decision in violation of existing law. The arbitrators authority shall be limited only to the application and interpretation of the provisions of this written agreement. S/he shall have no authority to base any decision on any past practice or custom which is inconsistent with any provision of this agreement, or to

render an award on any action occurring before the effective date or after the stated termination date of this agreement.

**30. FULL AGREEMENT/ZIPPER CLAUSE**

This Agreement constitutes the full agreement between the parties regarding wages, hours, and terms and conditions of employment for bargaining unit members. During the term of this Agreement, the City shall not be required to negotiate over any Association proposal on any matter covered by this Agreement, and the Association shall not be required to negotiate over any of the provisions of this Agreement, except as required by this Agreement or any addendum thereto or as mutually agreed to by the City and the Association.

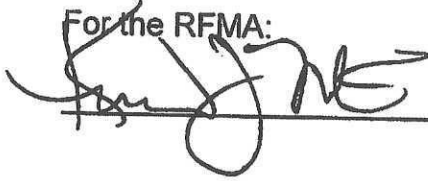
The City shall retain the right to propose and implement policies and programs and the Association shall retain the right to propose policies and programs, which do not conflict with the provisions of this Agreement, in accordance with the Meyers-Milias-Brown Act.

**31. TERM**

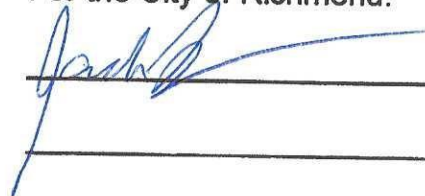
This Agreement shall be effective from the date of ratification by the Parties and shall cover the period of July 1, 2022, to and including June 30, 2025.

Dated: 12/13/23

For the RFMA:

  
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For the City of Richmond:

  
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