

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LINCOLN PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 522
AND
THE CITY OF LINCOLN

TERM OF AGREEMENT:

April 1, 2021 through March 31, 2026

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
PREAMBLE.....	1
1. ARTICLE I – RECOGNITION AND COVERAGE.....	1
1.1. RECOGNITION.....	1
1.2. COVERAGE OF EMPLOYEES.....	1
1.3. RESERVE/VOLUNTEER FIREFIGHTER.....	2
2. ARTICLE II – ASSOCIATION RIGHTS.....	2
2.1. ACCESS TO EMPLOYEE WORK LOCATIONS.....	2
2.2. DISTRIBUTION AND POSTING OF LITERATURE.....	2
2.3. USE OF CITY FACILITIES.....	2
2.4. UNION RELEASE TIME.....	2
3. ARTICLE III – MANAGEMENT RIGHTS.....	2
3.1. MANAGEMENT RIGHTS.....	2
4. ARTICLE IV – GENERAL PROVISIONS.....	3
4.1. STRIKES.....	3
4.2. LOCKOUT.....	3
4.3. EMPLOYEE RIGHTS.....	3
5. ARTICLE V – SALARY AND OTHER COMPENSATION.....	4
5.1. BASE WAGES.....	4
5.2. SALARY RANGE ADJUSTMENT AND MERIT SALARY ADJUSTMENT.....	4
5.3. DEFERRED COMPENSATION.....	5
5.4. UNIFORM ALLOWANCE.....	5
5.5. UNIFORM CLEANING ROLLED INTO BASE PAY.....	5
5.6. RETIREMENT.....	5
5.7. BILINGUAL COMPENSATION.....	6
5.8. SPECIAL ASSIGNMENT POSITIONS.....	6
6. ARTICLE VI – INSURANCE.....	7
6.1. HEALTH CARE.....	7
6.2. RETIREMENT MEDICAL HEALTH BENEFITS.....	8

6.3.	LIFE INSURANCE.....	8
6.4.	DENTAL & VISION INSURANCE.....	8
7.	ARTICLE VII – HOURS OF WORK/OVERTIME	8
7.1.	HOURS OF WORK.....	8
7.2.	OVERTIME AND COMPENSATORY TIME OFF	9
7.3.	CALLBACK TIME.....	10
7.4.	LEAVE TIME.....	10
7.5.	COURT TIME.....	11
7.6.	SHIFT CHANGES NOTICE.....	11
7.7.	SHIFT BIDDING.....	11
7.8.	STANDBY DUTY	12
7.9.	PROBATIONARY PERIOD.....	12
7.10.	ACTING ASSIGNMENTS.....	12
8.	ARTICLE VIII – LEAVES	13
8.1.	VACATION.....	13
8.2.	SICK LEAVE.....	14
8.3.	PAY FOR UNUSED SICK LEAVE.....	14
8.4.	BEREAVEMENT LEAVE	15
8.5.	JURY DUTY	16
8.6.	HOLIDAY PAY.....	16
8.7.	MILITARY LEAVE	16
8.8.	LEAVES OF ABSENCE	17
9.	ARTICLE IX – GRIEVANCE PROCEDURE.....	17
9.1.	PURPOSE	17
9.2.	DEFINITION OF GRIEVANCE	18
9.3.	EMPLOYEE’S RIGHT TO REPRESENTATION	18
9.4.	GRIEVANCE PROCEDURE	18
10.	ARTICLE X – DISCIPLINARY REVIEW PROCEDURE	21
10.1.	NOTICE OF PROPOSED DISCIPLINE.....	21
10.2.	RESPONSE.....	21
10.3.	DISCIPLINARY ACTION.....	21

10.4.	NOTICE OF DISCIPLINARY ACTION.....	21
10.5.	APPEAL.....	21
10.6.	ARBITRATION HEARING PROCESS.....	22
10.7.	SUSPENSION PENDING ACTION.....	22
10.8.	PROBATIONARY EMPLOYEES.....	22
10.9.	LIMITATION ON APPLICATION.....	23
11.	ARTICLE XI – SAFETY.....	23
11.1.	SAFETY EQUIPMENT.....	23
12.	ARTICLE XII – REDUCTION IN FORCE.....	23
12.1.	RESIGNATION.....	23
12.2.	DISMISSAL.....	23
12.3.	LAYOFF.....	24
13.	ARTICLE XIII – MISCELLANEOUS.....	26
13.1.	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	26
13.2.	SEPARABILITY OF PROVISIONS.....	27
13.3.	AGREEMENT.....	27

PREAMBLE

This Memorandum of Understanding or "MOU", hereinafter referred to as "the Agreement", entered into by the City of Lincoln, hereinafter referred to as "the City", and the Lincoln Professional Firefighters Association, hereinafter referred to as the LPFA pursuant to section 3500 et seq. of the Government Code of the State of California has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment for employees in the LPFA, as provided in this Agreement.

The term "agreement" as used herein means the written agreement provided under section 3505.1 of the Government Code.

1. ARTICLE I – RECOGNITION AND COVERAGE

1.1. RECOGNITION

The City recognizes the LPFA as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code 3500 et seq.

It is understood by the City and the LPFA that articles and sections of this Agreement which conflict and/or are inconsistent with City ordinances and resolutions shall take precedent. Furthermore, all articles and sections of this Agreement dealing with wages, hours, and terms and conditions of employment are in addition to, and supplement the rights and benefits provided to LPFA members by existing state and federal law.

Ordinances in existence at the time this MOU is signed, pertaining to wages, hours, and terms and conditions of employment, and not explicitly covered by this MOU will remain in full force and effect during the term of this Agreement and be incorporated as if stated in full. In the event any ordinance or resolution conflicts with the language of the MOU, the MOU takes precedent.

1.2. COVERAGE OF EMPLOYEES

The following classification is agreed between the parties to be in the LPFA bargaining unit:

- Firefighters
- Fire Engineers
- Fire Captains

1.3. RESERVE/VOLUNTEER FIREFIGHTER

This classification shall only be used to supplement full-time fire suppression personnel. In no event shall an individual under this classification be employed by the City to supplant or act in the role of a full-time employee in their absence.

2. ARTICLE II – ASSOCIATION RIGHTS

2.1. ACCESS TO EMPLOYEE WORK LOCATIONS

Representatives of the LPFA shall have the right of reasonable access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods; and during work times with the express approval of the City Manager or his designee.

2.2. DISTRIBUTION AND POSTING OF LITERATURE

The LPFA may post material on bulletin boards provided to serve employees in the represented unit. All posted items shall be authorized by the LPFA and shall bear the date of posting.

2.3. USE OF CITY FACILITIES

The City Manager or designee may permit the LPFA to use City conference rooms and similar building facilities for conducting official unit business. Use of such facilities must be made by written request and will be granted provided that the facility is available. No request for use of City facilities shall be unreasonably denied.

2.4. UNION RELEASE TIME

Effective April 28, 2019, the City shall provide a bank of 100 hours annually for the President, Vice President or other Officers or Directors of the Union of temporary time off with pay, for the purpose of investigating grievances; disciplinary matters; employer/employee training; attending to organization training sessions; seminars; business meetings; elected board meetings; conventions and/or conferences. Requests for time off using this bank of hours must be approved by the President of the Union or designee and by the Chief of Department or designee and sufficient advance notice shall be provided to the Department so that release time may be arranged. Release time for all of the above meetings shall be subject to the scheduling needs of the Department. The bank of hours shall not be carried over from one year to the next year. A record of Union Release Time will be maintained by the Department.

3. ARTICLE III – MANAGEMENT RIGHTS

3.1. MANAGEMENT RIGHTS

The City retains all rights, powers, duties, responsibilities and authority of a managerial or administrative character, except as specifically modified by the express provisions of this

Memorandum. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve and lay off employees from duty because of lack of work or for other legitimate reasons, including but not limited to the economic condition of the City; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign hours of work and overtime, or reduce same; and to otherwise act in the interest of efficient service to the City. The City agrees to meet and confer, upon request of the Union, over the impact to employees of any decision by the City to contract-out significant bargaining unit work to a non-City enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer during the term of this Memorandum; however, the City shall endeavor to facilitate the employment of the impacted employee(s). The City retains its right to assign and place volunteers in accordance with City policy.

4. ARTICLE IV – GENERAL PROVISIONS

4.1. STRIKES

During the term of this agreement, neither the LPFA, its agents, and/or its representatives, shall, for any reason, authorize, institute, condone and/or engage in a work close down, work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the City.

4.2. LOCKOUT

During the term of this agreement neither the City, its management employees, agents and/or representatives shall authorize, institute, condone and/or lockout the employees governed by this agreement.

4.3. EMPLOYEE RIGHTS

The City agrees not to interfere with or discriminate against any employee for the employee's membership in, activity on behalf of, or other means of lawful participation in the unit which is authorized and protected by State and Federal law, this Memorandum of Understanding and/or City codes, Ordinances and Resolutions.

Further, the City acknowledges those specific rights, duties, and obligations put forth in the Firefighter Bill of Rights Act, Government Code Section 3250 through 3262.

5. ARTICLE V – SALARY AND OTHER COMPENSATION

5.1. BASE WAGES

During the term of this MOU, the base wages for the classifications covered by this MOU shall be adjusted as follows:

- A. The base wages for the classifications covered by this MOU shall be increased by eight percent (8.0%) effective the first full pay period following April 1, 2021.
- B. The base wages for the classifications covered by this MOU shall be increased by three percent (3.0%) effective the first full pay period following April 1, 2022.
- C. The base wages for the classifications covered by this MOU shall be increased by one- and one-half percent (1.5%) effective the first full pay period following April 1, 2023.
- D. The base wages for the classifications covered by this MOU shall be increased by one- and one-half percent (1.5%) effective the first full pay period following April 1, 2024.
- E. The base wages for the classifications covered by this MOU shall be increased by four percent (4%) effective the first full pay period following April 1, 2025.

All increases listed above will be processed as soon as administratively possible.

5.2. SALARY RANGE ADJUSTMENT AND MERIT SALARY ADJUSTMENT

Salary ranges for existing employees consist of six salary steps: Step A, step B, step C, step D, step E, step F and Step G, with approximately 5% between each step.

In conjunction with the creation of the Fire Engineer classification and the elimination of the "GFE" designation for all ranks within the unit, a revised salary scale shall be adopted effective July 1, 2017 for new employees. The salary scale is attached as Appendix 2 to this Agreement. The purpose of the revised salary scale is to raise the base pay of the Fire Engineer classification without creating undesirable compaction issues between the ranks of Fire Engineer and Fire Captain. The other purpose of the revised salary scale is to maintain annual merit increases going forward but to do so in a way that is financially sustainable long-term for the City. To that end,

the City is moving to a 13-level salary scale with twelve (12) steps of advancement, resulting in a 2.5% merit increase for new employees. Employees existing at the time of ratification will continue on the existing salary scale, which includes 5% increases. Upon promotion, employees existing at the time of ratification of this MOU will move to the new salary scale, but continue with 5 % increases (e.g. double bump).

For those bargaining unit members who are currently employed as of the ratification of this MOU and have not yet reached top step on the salary scale for his or her respective classification, those bargaining unit members will continue to receive 5% merit increases. The next merit advancement, for those eligible, will occur on October 1, 2017 and then again for those eligible on October 1, 2018. Further, this proposal is in addition to the 5% merit increase provided to those eligible, effective October 1, 2016, that was agreed to pursuant to a side letter between the parties.

5.3. DEFERRED COMPENSATION

The City's participation of matching \$1.00 for \$1.00 up to three percent (3%) of employees' gross salary shall terminate, except that the City shall pay the "Maintenance Fee" associated with the Deferred Compensation Program up to a maximum of \$30.00 per year.

5.4. UNIFORM ALLOWANCE

Effective with the first full pay period following ratification of this agreement, uniform allowance shall be increased by \$300 which will bring the total to \$1200 annually.

When a new employee is required to wear a uniform and begins employment with the City, the employee shall receive their initial allocation of uniforms and safety equipment at no cost to the employee.

Uniform allowance shall be paid bi-weekly, is to be reported on the employee's W4 and is PERS reportable but shall not be included in the Fair Labor Standards Act (FLSA) regular rate of pay.

5.5. UNIFORM CLEANING ROLLED INTO BASE PAY

An amount equal to the annualized uniform cleaning allowance (annual value \$507/yr.) shall be included in the employee's base wage rate. The employee shall be responsible for all cleaning of his/her uniforms.

5.6. RETIREMENT

- A. The City provides two Local Safety Member retirement tiers, Classic and PEPR (also known as New Members). An employee's retirement tier is based on an employee's hire date and applicable CalPERS law

1. Employees hired prior to January 1, 2013, are Classic Members and have a formula of 3% at 50. Employees contribute the normal member contribution, which is currently 9%.
2. Employees hired after January 1, 2013 are PEPRA Members (also known as New Members) and are subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA).

PEPRA Members have a formula of 2.7% at 57. Employees contribute the normal member contribution rate which will be at least one-half of the total normal cost, which is calculated each fiscal year and subject to change..

- B. Employees within the LPFA employee group agree to share a portion of the employer contribution. In addition to the required employee contribution, employees will contribute three percent (3%) of the employer contribution rate. This contribution is on a pretax basis in accordance with IRS Code 414(H)(2).

(All employee retirement contribution rates stated above are subject to change by the State of California.)

As such, the total contributions are as follows:

Tier 1/Classic members pay a total of 12% (comprised of 9% plus the additional 3% employer share).

PEPRA members pay 14.5% (comprised of one half of the total normal cost of 11.5% plus the additional 3% employer share).

Effective January 1, 2018, PEPRA members will pay one half of the total normal cost plus the additional 3% employer share.

5.7. BILINGUAL COMPENSATION

The City shall pay \$75.00 per month over the employees' basic rate for Bilingual aptitude. Certification of competency shall be required as established by the City. The City shall determine the appropriate number of employees eligible to receive this compensation.

5.8. SPECIAL ASSIGNMENT POSITIONS

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the City Council following a report and recommendation thereon by the City Manager. Special assignment positions so established will be reviewed annually by the

City Council. Selection of employees to said position and removal there from shall be made by the City Manager upon recommendation of the department head. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present salary.

5.9. LONGEVITY PAY

In recognition of the substantial contribution to the community made by employees as a result of the length of their continuous City service, effective with the first full pay period following April 2023, the City shall award each applicable employee longevity pay as indicated below:

Length of Service	Longevity Pay
Beginning of 10 th year	3.0% of base salary

Effective with the first full pay period following April 2024, the City shall award each applicable employee longevity pay as indicated below:

Length of Service	Longevity Pay
Beginning of 15 th year	3.0% of base salary

Longevity pay is compounded (i.e., 6% total longevity pay at 15 years) and shall be included on each eligible employee’s bi-weekly payroll. The longevity pay is to be considered as part of an employee’s total compensation.

6. ARTICLE VI – INSURANCE

6.1. HEALTH CARE

The City shall pay the following monthly contributions toward health care coverage (employee is responsible for semi-monthly contributions for 12 months per calendar year for the remaining balance):

- A. Employee only: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee only.
- B. Employee plus one: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee plus one.
- C. Employee plus 2: An amount equal to 80% of the Kaiser, Sacramento Region, premium rate for employee plus two or more (family).
- D. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (item (a) above) shall pay the difference through payroll

deduction taken out equally of two pay checks a month (taken from 24 paychecks each year). Should employees select a health plan with lower monthly premiums than the maximum premium contribution paid by the City, the City's contribution shall be limited to the cost of the monthly premium.

Any employee waiving medical insurance coverage from the City of Lincoln shall receive a sixty-six and two-thirds percent (66-2/3%) cash back monthly benefit payment of the Kaiser, Sacramento Region, employee only premium rate. The employee waiving medical insurance coverage from the City shall receive the cash back monthly benefit payment in the same manner in effect in the prior MOU. An employee waiving the employee healthcare coverage must show evidence of insurance coverage.

6.2. RETIREMENT MEDICAL HEALTH BENEFITS

The City shall maintain lifetime retiree medical health benefits for those employees (and their families, where applicable) within the classifications covered by this MOU who were hired prior to January 1, 1998, worked for the City for the requisite 5-year vesting period and retired, or retire, from the City. Employees hired after January 1, 1998, and who retire from the City shall vest in lifetime retiree medical health benefits as provided in Government Code Section 22893.

6.3. LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium rate for a \$50,000 term life insurance policy for all employees covered by this Agreement. Said policies shall include a double indemnity clause for employees.

6.4. DENTAL & VISION INSURANCE

The City shall pay one hundred percent (100%) of dental and vision insurance premiums for all members of the LPFA (and their family members where applicable). At no time shall the City allow the dental and vision coverage services provided to become less than that which was in place at the adoption of this Agreement.

7. ARTICLE VII – HOURS OF WORK/OVERTIME

7.1. HOURS OF WORK

The employees within the bargaining unit shall work a 48/96 schedule subject to the City's ability to modify work schedules in accordance with this section.

- A. The department head/designee, with seventy-two (72) hours' prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off.

B. Hours of Work:

1. All 24-hour employees shall be scheduled to work a total of nine shifts with a 27-day cycle, for a total of 2916 hours of work per year (which includes FLSA required overtime).
2. Employees assigned a 24-hour work schedule shall be on duty at all times and prepared to perform emergency response and fire-fighting activities as required. Break times and meal periods shall be considered hours worked and will be arranged by the City as operations permit.
3. Salary: The straight time hourly rate of pay for employees on a 24-hour work schedule shall be determined by dividing the employee's annual base salary by 2,916 hours.

7.2. OVERTIME AND COMPENSATORY TIME OFF

- A. Overtime is defined as time worked in excess of 204 hours in a 27-day work period and will be compensated at one and one-half times the employee's regular rate. For employees employed at the time of ratification, all paid time, with the exception of sick leave in excess of forty-eight (48) hours in a 27-day work period and, bereavement leave shall count as hours worked for purposes of calculating overtime within that same work period.

For new employees, sick leave and bereavement leave shall not count as hours worked for purposes of calculating overtime. Employees shall only be compensated for premium overtime ordered or authorized by designated supervisory personnel. Total hours of recorded authorized overtime for each pay period for each employee shall be reported on an attendance report and shall be signed by each Department Head/Designee or his/her designated alternate. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported. Overtime work shall not be a basis for increasing vacation or sick leave benefits, nor shall it be a basis of advancing completion of required periods for probation or salary step advance. The City has the right to require employees to remain at work and perform work-related duties for the duration of the established overtime period.

- B. Employees may accumulate Compensatory Time Off (CTO) at a rate of 1.5 times their extra hours worked in lieu of overtime pay, or receive overtime pay for that pay period. However, in no event shall an employee be allowed to exceed one hundred twenty (120) hours of accumulated CTO. In the event an employee has accumulated one hundred twenty (120) hours of CTO, payment of overtime shall be automatically made in payroll cycle in which the overtime was earned. Employees shall have the option to cash-out their accrued CTO during any payroll

cycle provided the employee submits a written request to do so one (1) week prior to payroll being completed. Any unused and accrued CTO will also be paid out prior to an employee moving to the next higher payroll step or prior to an employee being promoted to a higher position.

The balance of any accumulated Compensatory Time shall be paid upon termination of employment.

7.3. CALLBACK TIME

Call-back is defined as those occasions when an employee responds to a City request made after the employee has completed his/her normal shift and left the workstation, to report to duty during off-duty hours. For purposes of callback, time spent by employees in traveling to and from their place of residence to the work area shall not be considered hours worked.

For each callback occurrence, employees shall receive a minimum of three (3) hours at the applicable rate. In the event an employee is required to work beyond three (3) hours, the employee will be compensated at the applicable rate of pay to the nearest one-half (1/2) hour.

7.4. LEAVE TIME

Vacation, sick leave, and holiday-in-lieu time provided for in this Agreement shall be accrued by 24-hour work schedule employees at the current accrual rates, times a conversion factor of 1.4. For example, other full time employees accrue sick leave at the rate of 8 hours per month. Thus, 24-hour work schedule employees shall accrue 11.2 hours of sick leave per month. (8 X 1.4 = 11.2)

Vacation, sick and other leave time provided for in this Agreement shall be taken by 24-hour work schedule employees pursuant to existing provisions of this Agreement, except that leave time other than sick leave shall not be taken in blocks of less than 12 hours.

Vacation and other leave time "caps" or maximums established in this Agreement shall be increased by the conversion factor of 1.4.

Leave time accruals and caps shall be decreased by the conversion factor of 1.4 whenever an employee is reassigned from a 24-hour work schedule (2916 hours of work per year) to a 40-hour work schedule (2080 hours of work per year). An employee with a leave time balance that exceeds a 40-hour work schedule cap may be permitted to carry the excess leave time until it equals or is lower than the 40-hour work schedule cap.

7.5. COURT TIME

Employees required to appear in court in response to a valid subpoena on their off-duty time shall receive a minimum of three hours of overtime compensation.

Employees are not required to return to work after court duty on scheduled days off.

7.6. SHIFT CHANGES NOTICE

An employee's shift shall not be changed solely to avoid overtime. Normally, an employee shall be given at least seventy-two (72) hours' notice of a shift change. In the absence of such notice, the employee shall receive a five percent (5%) differential over base salary for each day in which the notice was not given.

At the employee's discretion, the employee may work with the Department so as to adjust his/her work schedule in order to reduce the amount of overtime worked by the employee without the City being required to pay the five percent (5%) differential.

This section shall not apply to changes caused by an employee's initiation of any form of leave status.

7.7. SHIFT BIDDING

Bidding for both shift and station shall re-occur every two (2) years, commencing the third Thursday of October odd numbered years.

Once bidding has been completed, new shift and station assignment shall take effect on the first pay period in January of the subsequent year.

Generally, unforeseen vacancies occurring outside of shift bidding will be offered on a voluntary basis based upon seniority to members of the same rank and qualifications wishing to make a mid-term move. If not filled on a voluntary basis, the position will be filled utilizing inverse seniority as stated in more detail below.

After noticing the Association of the need, management may reassign members to either a different station or shift as follows: If a stated need arises where an employee is required to be moved to a specific shift/station, and there are no volunteers, the least senior person in the position on that shift shall be moved for the duration of the stated need. Once the articulated need is concluded, the affected employee shall be returned to his/her previous position and location.

In no event shall a member be removed from their bid upon shift as a substitute for discipline. This section is subject to section 4.3 of this MOU.

7.8. STANDBY DUTY

The Fire Chief or designee may place an employee on Standby Duty as necessary. Standby Duty requires an employee so assigned:

- A. To be ready to respond immediately to calls from the City and to be called into work;
- B. To be reachable by employer-assigned cell phone;
- C. To remain within a reasonable distance of the work location; and
- D. To refrain from activities which might impair his/her ability to perform any assigned duties. Such activities include, without limitation, consuming alcohol or ingesting prescription or non-prescription drugs which might impair judgement/action.
- E. Standby duty will include court standby time.
- F. Standby duty shall be primarily for eight (8) hours to twenty-four (24) hour periods. However, in some instances where parties are agreeable, Standby duty may be for periods of less than eight (8) hours as approved by the Fire Chief.
- G. Employees assigned to Standby duty shall receive compensation of \$1.50 per hour.
- H. Employees assigned to Standby duty and who are called in to work shall be compensated at the overtime hourly rate pursuant to applicable provisions of the MOU and City rules. Any hours worked will not be applied to Compensatory Time Off accruals.
- I. If an employee is ill and/or injured (unable to perform essential functions of the job), the individual scheduled for Standby duty will contact the Fire Department Staffing Captain. The Staffing Captain will be responsible for filling the Standby duty as outlined in the Duty Officer Program.
- J. If an employee assigned to Standby duty fails to fulfill the obligation while on Standby duty and, work the hours if called upon to do so, the employee will be subject to disciplinary action.

7.9. PROBATIONARY PERIOD

The probationary period for employees covered by this Agreement shall be eighteen months, however, prior to the expiration of the eighteen-month probationary period the department head on a showing of good cause may extend the probationary period an additional six months.

7.10. ACTING ASSIGNMENTS

Employees who are assigned to perform duties of a higher job classification shall receive an additional five percent (5%) above their base hourly rate of pay for all time worked.

An employee or a combination of employees shall not work more than one thousand four hundred fifty-eight (1,458) hours in an acting capacity in a rolling twelve month period for any one position. However, this time limit may be exceeded to replace an employee who is on vacation, special assignment, LC 4850 time or an approved leave of absence.

If there is an operational necessity to assign an employee or combination of employees to more than one thousand four hundred fifty-eight (1,458) hours to the vacant position, the employee(s) shall be compensated with an additional two and one-half percent (2.5%) above the five percent (5%) already being paid so long as the seven and one-half percent does not exceed the base top step hourly rate of the position being filled.

8. ARTICLE VIII – LEAVES

8.1. VACATION

Employees shall be entitled to vacation leave as follows:

Employees shall accrue vacation leave in accordance with years of service as follows (numbers below already have the 1.4 conversion included):

1 – 4 years	123.2 hours per year
5 – 9 years	182.0 hours per year
10 – 14 years	196.0 hours per year
15 – 17 years	226.8 hours per year
18+ years	291.2 hours per year

Employees who work less than full-time, but more than nine hundred (900) hours per year shall be credited vacation on a prorated basis. The nine hundred hour minimum need only be reached once during continuous employment.

No employee shall accrue more than three hundred and ninety-six (396) hours of vacation. If an employee accrues vacation time in excess of three hundred and ninety-six (396) hours, he/she shall have their accrual frozen until he/she falls below three hundred and ninety-six (396) hours. An employee who has used an accrued ninety-six (96) hours of his/her accrued vacation, within a calendar year, in a minimum of 48-hour blocks for purposes of this provision solely, may elect a one-time annual option of cashing out up to fifty percent (50%) of his/her remaining accrued vacation leave at any point in the remaining calendar year.

Each department head/designee shall arrange the schedule for vacations for employees within the department. No vacation leave shall be granted if less than 6 hours is requested.

No employee shall be entitled to take a vacation leave until such employee has completed six (6) months of service, after which the employee shall be entitled to the use of accrued vacation leave. Upon termination or discharge, all unused accrued vacation leave shall be paid at the employee's current hourly rate of pay.

Employees shall continue to be paid during the period of their vacation at the same rate of pay in effect at the commencement of the vacation period.

8.2. SICK LEAVE

Employees covered by this Agreement shall be entitled to sick leave with pay as set forth in this Section.

Effective with the first full pay period following ratification of this agreement, each employee shall be entitled to 12.1 hours of sick leave for each month of full time employment commencing on the first day of the month following the month in which said person was employed.

Sick leave shall be credited to the employee's account upon completion of each month with no credit given for any portion of a month. A maximum of one hundred and eighty (180) days may be accumulated by City employees.

Regular part-time employees working in excess of nine hundred (900) hours per year shall be credited with sick leave on a pro rata basis. The nine hundred (900) minimum need only be reached once during continuous employment. The maximum accumulation of sick leave will be twenty-four (24) Days.

Sick leave may be applied to:

- A. An absence necessitated by the employee's incapacitation from the performance of regular duties due to personal illness, injury or pregnancy.
- B. Medical, optical or dental office appointments.
- C. An absence due to a child, stepchild, domestic partner's child, grandchild, domestic partner's grandchild, a person for whom the employee is entitled to a Federal Income Tax dependent exemption, spouse, domestic partner, employee's parent, spouse's or domestic partner's parent, employee's grandparent, or spouse or domestic partner's grandparent is incapacitated by illness or injury and it is necessary for the employee to provide care.

8.3. PAY FOR UNUSED SICK LEAVE

Employees in good standing whose employment with the City is otherwise terminated shall be paid for unused sick leave in accordance with the following:

- A. Employees with five (5) or less years of continuous service shall receive no payment.

- B. Employees within excess of five (5) years of continuous service up to and including twelve (12) years of service receive twenty-five percent (25%) of said leave.
- C. Employees in excess of twelve (12) years of continuous service will be paid one hundred percent (100%) of said leave.
- D. Payment for unused sick leave shall be at the rate then in effect for the concerned employee.
- E. Payment for unused sick leave does not extend the employee's status as a City employee.
- F. Employees hired after January 1, 2001 shall be allowed to accrue up to a maximum of 1,000 hours of sick leave. When said employee terminates his/her employment with the City and has in excess of five (5) years of service with the City, he/she shall be paid at twenty-five percent (25%) of accumulated sick leave, up to the maximum accrual.
- G. Employees hired prior to January 1, 2001 may accrue up to 1440 hours of sick leave.

8.4. BEREAVEMENT LEAVE

The Fire Chief or designee may authorize bereavement leave with pay for a permanent, full-time City employee due to the death of his/her parent, step parent, spouse, domestic partner, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step child, adopted child, aunt, uncle, or death of any person residing in the immediate household of the employee at the time of death.

Such bereavement leave may be authorized for up to 24 hours. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

- A. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles one-way from his/her home, upon request, additional time off with pay may be granted, which shall be deducted from accrued sick leave. Should additional leave be necessary, the Fire Chief or designee may authorize the use of CTO, vacation, sick leave, or authorized leave without pay.
- B. Employees may only take forty-eight (48) hours for all deaths that occur simultaneously.

- C. Employees may reserve up to twelve (12) hours of the allowable forty-eight (48) hours of bereavement leave to attend the funeral of a qualifying individual(s), if the funeral is to be held within forty-five (45) days following death.
- D. Part-time employees will be eligible for bereavement leave on a pro rata basis, based on hours worked.

8.5. JURY DUTY

When an employee is summoned to jury duty he/she shall immediately inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

8.6. HOLIDAY PAY

The following days are considered as holidays:

1. New Year's Day;
2. Third Monday in February, Lincoln's Birthday;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day;
7. Thanksgiving Day;
8. The Friday immediately following Thanksgiving Day;
9. Christmas Day;
10. California Admissions Day;
11. One floating holiday per calendar year.

Due to the nature of alternative schedules for Fire Operations and effective operation of the department, it is not possible to observe holidays as they occur. Therefore, employees covered under this agreement will be provided with 134.4 holiday hours annually. Such hours shall be divided by 26 pay periods for the year and paid at straight time. For example: $134.4/26 = 5.17$ each pay period.

Newly hired shall begin receiving prorated holiday hours in their first paycheck.

8.7. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head/designee and the City Manager a notice and opportunity, within the limits of military requirements, to determine

when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

8.8. LEAVES OF ABSENCE

Department heads/designee may grant a regular full-time employee leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the City Manager.

Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular full-time employees upon recommendation of the department head/designee and approval of the City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head/designee with approval by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.

Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty shall be cause for dismissal and the employee shall automatically waive all rights under these rules. The depositing of a first class letter of notification to return to duty in the U.S. Postal Service, addressed to the employee's last known address shall constitute reasonable notice.

The granting of leave of absence without pay or benefits related to employment for any period exceeding one (1) full pay period shall result in setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.

9. ARTICLE IX – GRIEVANCE PROCEDURE

9.1. PURPOSE

In order to establish harmonious and cooperative relationships between the City and its employees, and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. The Association agrees that the grievance procedure is the exclusive dispute resolution machinery for resolving issues within the MOU; employees may not engage in self-help or concerted activities as a forum of dispute resolution.

9.2. DEFINITION OF GRIEVANCE

A grievance is a complaint of an affected employee or group of employees alleging unfair treatment resulting from a management decision concerning the interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions, within the control of management and for which there are no other procedures in existence which may be used to resolve such problem.

9.3. EMPLOYEE'S RIGHT TO REPRESENTATION

An employee shall have the right to be represented by a representative of the employee at all times and at every formal step in the grievance procedure.

9.4. GRIEVANCE PROCEDURE

A. Step 1: Informal Grievance Procedure

All persons having a grievance shall attempt to resolve such grievance by discussion with his/her immediate supervisor within five (5) days of the event and prior to submission of a formal grievance.

B. Step 2: Formal Grievance Procedure

In the event that a settlement cannot be reached after the informal meeting, a written grievance may be presented within fifteen (15) working days to the Department Head/Designee. The Department Head/Designee shall have fifteen (15) working days to investigate and render a written decision. Failure of the Department Head/Designee to render a timely written decision on the grievance, shall allow the grievant to proceed to the next step, and be governed by, the time limitations of Step 3 of this procedure.

All time limits listed in this Article are mandatory unless an extension of time has been confirmed in writing.

C. Step 3: Formal Grievance Procedure

If a mutually satisfactory solution has not been reached, the grievant has fifteen (15) working days to submit the grievance to the City Manager. The City Manager shall have fifteen (15) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary. Failure of the City Manager to render a written decision within fifteen (15) working days shall constitute a denial of the grievance. The grievant shall proceed to, and be governed by, the time limitations of Step 4 of this procedure.

D. Step 4: Mediation Process

This procedure applies to all disputes involving the interpretation and application of this MOU, or the City rules or regulations governing personnel practices or working conditions. This step is not to be used where employee discipline is at issue.

An appeal may be referred to mediation if the appellant is not satisfied with the disposition of the City Manager's review step of the procedure.

The appellant must notify the Employer in writing within fifteen (15) working days of the conclusion of the review of the appellant's desire to refer the matter to mediation. The Employer shall respond to the appellant, and schedule a mediation hearing with the California State.

Mediation and Conciliation Service

Mediation conference will take place at a mutually convenient location and shall not be open to parties other than those who are direct parties in the action.

Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her. In the event a resolution is reached, the matter shall be reduced to writing. In the event that a resolution is not reached, the parties may stipulate the unresolved issues in writing and submit them to the Hearing Officer within fifteen (15) working days.

The parties to this agreement shall share equally the cost of the mediator.

E. Step 5: Procedure for Appeal to a Hearing Officer

An impartial arbitrator shall be selected jointly by the parties in order to conduct the hearing and report findings, conclusion, and recommendations to the City Manager. All parties to the agreement shall adhere to the Arbitrator's final decision.

Such hearings shall take place within a reasonable period of time but not before five (5) calendar days after the filing of a request for a hearing.

Hearings will be presided over by the hearing officer.

The grievant shall have a right to appear in person on his/her own behalf, with counsel or such representation as he/she requests to represent his/her case.

Hearing Procedure

- A. The hearing officer shall conduct the hearing and shall rule on questions, evidence, and procedure.
- B. Either party may call witnesses, introduce evidence, testify, and question witnesses.
- C. Except for appeals of discipline (suspension, demotion, termination), the grievant has the burden of proof and shall first present evidence and testimony.
- D. The customary order of proceedings is as follows:
- E. Opening statement by the initiating party followed by a similar statement by the other party.
- F. Presentation of evidence, witnesses, and arguments by the initiating party.
- G. Cross-examination by the other party.
- H. Presentation of evidence, witnesses, and arguments by the defending party.
- I. Cross-examination by the initiating party.
- J. Summation by both parties, usually following the same order as in the opening statements.
- K. This is the "customary order." The hearing officer may vary this order, either on his own initiative or at the request of a party. In any case, the order in which the facts are presented does not imply that the "burden of proof" is more on one side than the other, for both parties must try to convince the hearing officer of the justice of their positions.
- L. The hearing may be recorded at the request of either party with such expense being borne equally by the parties.
- M. If the parties want to file written post hearing briefs, or other data, the time limits shall be set by the hearing officer, and the hearing shall remain open until these documents are received.
- N. After both parties have had equal opportunity to present all their evidence, the hearing officer shall declare the hearing closed.

10. ARTICLE X – DISCIPLINARY REVIEW PROCEDURE

10.1. NOTICE OF PROPOSED DISCIPLINE

The City Manager shall, prior to taking disciplinary action to demote (except for demotion in lieu of layoff), discharge, or suspend without pay for one (1) day or more a regular employee, provide the employee with a written Notice of Proposed Disciplinary action which shall contain the charges and the specific factual basis for the charges and the nature of the proposed disciplinary action. Said notice shall inform the employee of his/her right to respond to the charges.

10.2. RESPONSE

The employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, orally or in writing, within five (5) days of receipt to said notice. Any written response shall be delivered to the office of the City Manager within the time allowed. If the employee desires to respond orally, the employee shall make an appointment with the City Manager for a response meeting within the time allowed. The employee may bring a representative of his/her choice to a response meeting.

10.3. DISCIPLINARY ACTION

After the employee's response is received or, if no response is received, after the five-(5) day period expires, the City Manager shall determine whether to proceed with the proposed disciplinary action and notify the employee in writing.

10.4. NOTICE OF DISCIPLINARY ACTION

If the City Manager decides to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action which shall not be earlier than five (5) days after the Notice of Proposed Disciplinary action is sent to the employee. This notice shall inform the employee of the right to appeal the action.

10.5. APPEAL

In cases of discharge, demotion (except for demotion in lieu of layoff) and suspension without pay for five (5) days or more, the employee may appeal the disciplinary action by filing a Notice of Appeal containing a detailed statement of the grounds for appeal with the City Manager within five (5) days of receipt of Notice of Disciplinary Action. In cases of suspension without pay for one (1) day or more but less than five (5) days, the employee may file a formal grievance with the City Manager within fifteen (15) days of receipt of Notice of Disciplinary action. Thereafter, the grievance shall proceed under the grievance procedure set forth in Article IX of this Memorandum of Understanding.

10.6. ARBITRATION HEARING PROCESS

If after consideration of the employee's appeal of and response to the disciplinary action, the City Manager affirms the penalty imposed, the employee may appeal the decision of the City Manager to an arbitrator pursuant to this section. The appeal of the City Manager's decision must be made within fifteen (15) days of the issuance of the City Manager's decision to the employee. The date of issuance shall be calculated from the date of the postmark and the City Manager's decision to be sent to the employee at his/her home address. Within fifteen (15) days of the City manager's decision, the parties must select an arbitrator. If the parties cannot mutually agree upon an arbitrator, the arbitrator shall be selected from a list provided by the California State Mediation and Conciliation Service (CSMS). The CSMS list shall contain five (5) names of labor relations neutrals, and the parties shall alternately strike names from the list. The first strike shall be determined by lot. The last name remaining on the list shall be the arbitrator.

The parties to this agreement shall share equally the cost of the arbitration.

The arbitrator will operate under the rules of proceeding of the American Arbitration Association unless such rules are in conflict with this Memorandum of Understanding.

The arbitrator shall have no authority to add to, delete, modify, change, reconstruct or ignore this Memorandum of Understanding, City Policies, Rules and Regulations. Moreover, the arbitrator shall not have the authority to waive any time limits under this procedure; only the parties may do so by mutual agreement in writing. The decision of the arbitrator shall be final, binding and conclusive on all parties.

The appeal hearing before the arbitrator shall be conducted as a full evidentiary hearing with the right to represent witnesses in evidence, cross-examine opposing witnesses, representation by counsel and findings to support the decision. Said hearings shall be conducted in closed session. The City shall not be held to the evidentiary standard applied in criminal matters of proof beyond a reasonable doubt.

10.7. SUSPENSION PENDING ACTION

The City Manager shall have the power to suspend the employee, with or without pay, during the period between the date the notice of proposed disciplinary action is sent and the date the disciplinary action becomes effective. The employee shall be reimbursed for any loss of pay or benefits incurred during this period and seniority shall not be negatively affected, should the disciplinary action be overturned or modified accordingly.

10.8. PROBATIONARY EMPLOYEES

Probationary employees are not entitled to notice or hearing as described in this MOU in the event they are terminated during the probationary period.

10.9. LIMITATION ON APPLICATION

This section shall not apply to suspensions without pay of less than five (5) days, demotions in lieu of layoff, or any disciplinary actions not previously listed above. Employees shall be entitled to grieve disciplinary actions not covered by this section through the grievance procedure set forth in Article IX of the MOU only; provided, however, that in the case of suspension of one (1) day or more but less than five (5) days, the City shall comply with sections 10.1 – 10.4 of this Article.

11. ARTICLE XI – SAFETY

11.1. SAFETY EQUIPMENT

The City shall supply each fire safety officer, at City expense, all appropriate equipment at initial employment, and thereafter, will replace all appropriate equipment as required.

12. ARTICLE XII – REDUCTION IN FORCE

12.1. RESIGNATION

An employee wishing to leave the classified service in good standing shall file a written resignation with the department head/designee at least two (2) weeks before leaving the service, stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head/designee as to the resigning employee's service performance and other pertinent information concerning the cause for resignation. Failure of the employee to give the required notice shall be entered on the service record of the employee and may be cause for denial of future employment with the City. The resignation of an employee who fails to give notice shall be reported immediately by the department head/designee to the City Manager.

When a Friday is observed as a designated holiday for applicable employees, the resigning employee shall be paid for such Friday, provided the employee works at least one (1) day following the holiday prior to service separation.

12.2. DISMISSAL

Regular full-time employees may be dismissed at any time for cause by the City Manager. The affected employee shall be notified in writing at least five (5) calendar days prior to the effective date of dismissal to allow implementation of the pre-disciplinary and appeal processes, except for dismissal based on emergency circumstances, in which case the employee may be released immediately, but this shall not affect the employee's due process rights.

12.3. LAYOFF

A. Non-Discrimination in Work Force Reduction

Layoffs and demotions, which result from a reduction in force, shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, or physical handicap.

B. Layoff Plan

In the interest of employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the City may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours and the like, in order to reduce the impact upon employees, so long as it is in the City's best interest to take such measures.

C. Abolition of Positions

The City Council may abolish any position in City service when, in Council's judgment, such action becomes necessary. Employees transferred, demoted or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.

D. Layoff Area and Priority

The City Manager, in consultation with the City Council, shall determine the area(s) and position(s) in which layoffs may occur, including the identification of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, a copy shall be submitted to all affected and recognized employee organizations, and these regulations shall prevail as to the method and manner for implementing such layoffs.

Employees holding temporary, seasonal, part-time, probationary, or provisional appointments shall be laid off first. Employees serving in a regular part-time position shall be laid off second. Employees in classified service who have completed probation (i.e. regular classified employees) shall be laid off last.

Should it become necessary to layoff regular classified employees, the person(s) laid off shall be those with the least service credit within an identified position in the affected department. If two (2) or more employees in this circumstance possess essentially the same amount of service credit, the City Manager shall determine which person shall be laid off on the basis of efficiency and effectiveness.

E. Layoff Notification

The City Manager shall give notice personally or in writing to the last known address to each employee affected by a layoff at least five (5) working days prior to the effective date of such action. The notice shall include:

1. The reason(s) for layoff;
2. Classes or positions to which the employees may transfer or demote within the department, if any;
3. Effective date of the action;
4. Rules regarding waiver of reinstatement and voluntary withdrawal from the reinstatement list; and
5. Appeal right of the employee; excluding layoff resulting from abolition of the position.

F. Reduction in Force

Except in those instances where senior employees are not qualified to perform the remaining work duties, seniority shall determine the order of layoff, which shall be in inverse order of seniority within each work classification and organizational unit, provided that any employee who is to be laid off and has previously served in a lower work classification covered by this agreement may request to exercise seniority rights in such a lower classification. Final determination of qualifications to perform remaining work duties shall be made by the City Manager, after discussions with the LPFA, and shall be a determining factor in allowing the displacement of a junior employee; however, where all factors considered are relatively equal between employees, retention shall be on the basis of seniority.

G. Layoff of Bumped Employee

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) calendar days prior to the effective date of the layoff.

The names of regular full-time classified employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis; last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. Such list shall be used by the appointing authority when a vacancy for that class is to be filled before certification of any other employment list.

H. Reinstatement Lists

The eligibility of individuals on Reinstatement Lists shall extend for a period of one (1) year from the date of layoff. Eligibles not responding to written notification of an opening within five (5) working days shall have their names removed from the Reinstatement Lists.

1. Notice of Recall from Layoff

Notice shall be given by Return Receipt Requested Mail and shall specify the date for reporting to work, which shall be not more than twenty-one (21) days from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or actual delivery is certified by the Postal Service. Upon receiving notice, the person on layoff shall have five (5) days to accept or decline the recall opportunity.

An employee who fails to respond to writing within five (5) days, refuses recall, or fails to report on the prescribed date within the twenty-one (21) days maximum, thereby waives all further right to recall and reinstatement as an employee. When recall is declined, the City shall proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted. Reinstated persons shall receive the following upon return to service:

2. Retention of regular full-time service length accrued as of date of layoff.
3. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step.
4. The accrual rate of vacation and sick leave in effect for the employee's service length and class at the time of rehire, but insurance contributions shall be at the level of a new employee. All other benefits and programs shall be consistent with those provided to new hires.

I. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and shall be entitled only to those rights under normal separation of service.

13. ARTICLE XIII – MISCELLANEOUS

13.1. FULL UNDERSTANDING, MODIFICATION, WAIVER

The parties jointly represented to the City Council that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

Except where specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed Memorandum of Understanding between the parties.

13.2. SEPARABILITY OF PROVISIONS

Should any provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding.

13.3. AGREEMENT

This agreement shall be in force from April 1, 2021 to April 1, 2026.

The Employer-Employee Representatives whose signatures appear below on behalf of their respective organizations hereby execute this memorandum of understanding this 9th day of August, 2022.

FOR THE CITY:



Mayor
Holly Andreatta



City Manager
Sean Scully



City Attorney
(As to form)

FOR LPFA:



LPFA Chief Negotiator
Jeff Carter



LPFA President
Evan Faddis



President, Local 522
Trevor Jamison