# MEMORANDUM OF UNDERSTANDING FOR THE SONORA FIRE FIGHTERS' ASSOCIATION (SFFA)

FY 2018-19 through FY 2020-21

# SONORA FIRE FIGHTERS' ASSOCIATION (SFFA) MEMORANDUM OF UNDERSTANDING (MOU) JULY 1st, 2018 THROUGH JUNE 30th, 2021

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# SONORA FIRE FIGHTERS' ASSOCIATION M.O.U.

## ARTICLE 1. PREAMBLE

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The City believes that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.

City Resolution No. 03-21-83-D is hereby incorporated into this Agreement by reference.

Nothing in this Agreement shall invalidate nor be substituted for any provision in City Resolution No. 03-21-83-D, the City's Administrative Policies, or the City's Personnel Rules & Regulations, unless so stipulated to by provision(s) contained herein.

## ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution No. 03-21-83-D, the City hereby recognizes the Sonora Fire Fighters' Association as the bargaining representative for the purposes of representing employees in the employees' unit with respect to their compensation, hours, and other terms and conditions of employment for the duration of this Agreement.

## ARTICLE 3. MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Provisions shown within City of Sonora Resolution No. 03-21-83-D shall apply.

## ARTICLE 4. DEFINITIONS

For the purposes of specification and clarification, the definitions contained within City of Sonora Resolution No. 03-21-83-D and the City's adopted Personnel Rules & Regulations shall apply.

## ARTICLE 5. REPRESENTATIVE ROLE

The Association shall designate a reasonable number of employee representatives, for the purpose of meeting with management on terms and conditions of this Agreement and for representing employees during the process of handling a grievance. Reasonable time off shall be allowed in order for said representatives to

meet with management to discuss matters of grievance and/or provisions of the Agreement (see ARTICLE 11, Grievance Procedure, C).

Regular Association business meetings shall not be held on City time and City equipment and supplies are not to be used for Association business unless prior approval has been given by the City Administrator and reasonable and customary expenses are charged accordingly. On-duty personnel are exempt from this proviso except in cases where the employee's attendance at the meeting precludes him/her from meeting normal job productivity expectations. Overtime will not be authorized for the purpose of an employee "catching up" on any work not accomplished as a result of attending subject meetings. Off-duty personnel will not be paid for time attending subject meetings. City premises can be used if scheduled in advance. Employee representatives, when performing official Association business as defined above, shall notify their immediate supervisor as to when leaving, how much time is to be taken, and when returning.

Changes as to Association representatives shall be sent to the City Administrator, in writing, at least one week in advance of said change.

## ARTICLE 6. APPOINTMENT

### Section A - Original Appointments

A. All original appointments to vacancies shall be made solely on the basis of merit, efficiency and fitness. These qualities shall be determined through careful and impartial evaluation of the following:

1. The applicant's level of training relative to the requirements of the position for which he/she has applied;
2. The applicant's level of education relative to the requirements of the position for which he/she has applied; and
3. The results of an oral interview and/or an examination, if any.

B. No question in any examination or in any application form or by any appointment power shall be so framed as to attempt to elicit information concerning protected classes, as defined in the California Fair Employment & Housing Act, the Federal Civil Rights Act, Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act, and all impending and future regulations regarding protected classes, for the purpose of discriminating in employment.

C. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to the appointment.

D. City Employees are encouraged to apply for any vacant position for which they feel qualified. Such applications will be considered without prejudice to their present positions.

E. The probationary period for Fire personnel will be eighteen (18) months.

The City will initiate the recruitment process for appointments to vacancies by providing a written notice of the vacancy to all full-time regular employees. For the purposes of this section, a position will be considered to be vacant when: 1) a formal, written resignation is received by the City and/or the City has been verbally informed by an employee of an intention to soon cease employment with the City; 2) a formal termination of employment action has been taken by the City Administrator; or 3) a new position/classification is created by the City Council. Said notice shall be by memorandum, through regular interdepartmental distribution methods. Advertising of a vacant position(s) will commence at the same time as said notices are distributed.

Full-time regular staff will be given first consideration at any point in the recruitment process where a reduction in considered applicants is accomplished, or in the final phase of the process, in which a candidate for the position is selected, as long as the qualifications of the full-time regular staff person and the qualifications of the other applicants are equivalent, as determined by the City Administrator.

An examination by a licensed physician will be required before appointment of a newly hired full-time Employee. The Personnel Director may establish physical or medical standards for any class. Failure of a candidate to achieve the minimum standard will disqualify him/her.

## ARTICLE 7. SALARY PLAN

### Section A - Salary Increases During Term Of Agreement

During the term of this Agreement, the Base Salary for all SFFA personnel will increase as follows:

As an equity increase, as of the first full pay period in July 2019 and the first full pay period in July 2020, the City shall increase each Fire Engineer's Base Salary by an additional one percent (1%) and each Fire Captain's Base Salary by an additional two percent (2%).

Effective the first full pay period in January 2019, the City will increase each SFFA employee's base salary by one percent (1%). Based on the prior year's audit, if the General Fund Revenues exceed General Fund Expenditures by two percent (2%), the salary adjustment described will be increased to two percent (2%) effective the first full pay period in January 2019.

Effective the first full pay period in January 2020, the City will increase each SMEA employee's base salary by one percent (1%). Based on the prior year's audit, if the

General Fund Revenues exceed General Fund Expenditures by two percent (2%), the salary adjustment described will be increased to two percent (2%) effective the first full pay period in January 2020.

"Base Salary" is the fixed rate of compensation the employee receives in return for work performed. It does not include additional compensation such as bonuses, benefits, or overtime pay.

## Section B - Salary Plan Administration

Employee's regularly assigned a position in a classification shall by this Agreement be paid a salary within the range established for that position's classification.

## Section C - Salary Payment

Salaries shall be paid biweekly. Routine paychecks shall be for the purpose of compensating for regular and other compensation owed employees.

## Section D – Salary of New Employees

The first step on the Salary Plan (Step A) is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or if a person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through Step D.

## Section E - Increase Within Range

A. The steps of each salary range shall be interpreted as follows:

1. The second step increase is B and is based on employees achieving regular status at the end of the probation/orientation period of eighteen (18) months. When probation has been successfully completed and the step increase has been approved, the employee will receive his/her step increase retroactive to his/her anniversary date (that date being the beginning date of full-time employment in the employee's current position).

2. The third step (C), fourth step (D), and fifth step (E) are merit advancement. Employees shall be eligible for advancement to their next step on their subsequent anniversary date.

Advancement to steps are made upon the recommendation of the Fire Chief to, and approved by, the City Administrator.

B. In any case, where, by reason of unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest

injustice, the City Council may make such order relating thereto as, in its discretion, is proper.

C. No advance in pay shall be automatic upon completion of the period of service outlined herein above, and all increases shall be made 1) on the basis of achievement as established by the employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator. An increase of pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.

D. All SFFA employees will receive a longevity benefit of 2.5% salary increase after completion of the tenth ($10^{th}$) year of continuous service (from the service date) and an additional 2.5% after the completion of each additional five (5) years of continuous service (from the service date). SFFA employees who have completed twenty (20) years of continuous employment prior to January 1, 2015, will continue to receive the additional 2.5% salary increase for each additional five (5) years of continuous service. However, longevity increases for employees who complete twenty (20) years of continuous employment on or after January 1, 2015 shall be capped after ___ years of continuous employment.

E. Employees who do not qualify on their Anniversary Date for a step increase may be re-evaluated at a later date, at their Supervisor's discretion, to determine if salary adjustment is warranted prior to any subsequent Anniversary Date. Any salary adjustment made pursuant to this Section (Section E) shall become effective upon the date Employee signs the re-evaluation. Said salary adjustment will not change the Employee's Anniversary Date.

F. All salary adjustments shall be processed for payment at the beginning date of the pay period for which the adjustment becomes effective.

## Section F - Acting Out of Classification Pay

A. An employee who is assigned in writing to perform the duties of a higher classification for a minimum of twelve consecutive hours (12 hours) shall receive adjusted compensation of a five percent (5%) increase in their current hourly rate while the employee is working out of classification, calculated from the beginning of the acting period.

B. Persons acting out of classification must meet the minimum qualifications for the position filled, have a completed task book for the acting position and have successfully passed the post task book testing process.

C. Personnel qualified to work out of classification shall be added to the Qualified Acting list maintained by the Fire Chief based on his/her annual review.

## ARTICLE 8. BENEFITS

For new hires, insurance coverages become effective the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day, in which case coverage is effective immediately.

All insurances will end for terminating employees on their date of separation from the City, unless COBRA coverage is elected, which is available for medical/dental/vision only.

During the term of this Agreement, the City agrees to provide medical, dental, vision, life and long-term disability coverage to employees and their dependents, as follows:

### Section A - Medical Insurances

The City agrees to provide medical coverage as follows:1. A PPO 250 (90% in Network and 70% Out of Network) plan and EPO 25 (in network only) plan per Attachment A

2. The City agrees to pay the full employee + Family amount for either the PPO 250 which provides for a $250 deductible per covered person/$750 per covered family annually or EPO 25 plan whichever the employee selects.
3. The PPO plan will provide prescription drug coverage at a $10/$20/$30 deductible.

Employees, whose dependents have coverage elsewhere and elect to discontinue dependent coverage or who currently have no dependent coverage, will receive $45.00 additional taxable compensation ("cash-in-lieu") per pay period. For employees who elect to add a new dependent or re-enroll a previously dropped dependent, the cash-in-lieu pay will end at the conclusion of the pay period preceding the addition of the dependent. For instance, if an employee adds a new dependent on March 1st, and the prior pay period ends on February 24th, the employee's last cash-in-lieu pay would be for the pay period ended February 24th. There will be no proration of cash-in-lieu pay.

Employees who currently have dependent coverage may delete dependents only if they are able to show that their dependent(s) has/have medical coverage elsewhere, or is no longer eligible for coverage (e.g., dependent child has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.). If the dependent has other health care coverage, the employee must provide the City with the appropriate documentation, including a copy of the dependent's coverage card, showing proof of coverage.

During December of each year, employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

Employees who elect to add a new dependent(s) or re-enroll a previously dropped dependent, shall do so under the criteria of the City's current medical plan.

## Section B - Dental Insurance

During the term of this Agreement, the City agrees to provide dental coverage as follows:

A. Up to $1,000 will be paid (per individual including dependents) per calendar year.
   1. Preventative – No Deductible
      a. Routine oral examination
      b. Cleaning of teeth
      c. X-Rays where professionally indicated
      d. Examination, consultation and diagnosis
      e. Fluoride treatments for children to age 19

B. After a $25 deductible each calendar year ($75 per family), coverage is as follows:
   1. Routine - Paid at 80% of UCR
      a. Extractions and oral surgery
      b. Fillings
      c. Treatment of periodontal and other diseases of the gums and soft tissue of the mouth
      d. Root canal treatment
      e. Relines, rebases and repairs of existing dentures
      f. Drugs and/or anesthesia used for control of dental pain during any session of dental treatment
   2. Major - Paid at 50% of UCR
      a. Bridgework, crowns, appliances, dentures, inlays and gold fillings

## Section C - Vision Care Program

The City shall provide and pay for a vision care program for employees and their dependents.

## Section D - Leave Of Absence As It Relates To Insurance Coverage

Regular full-time employees on a leave of absence without pay for more than 10 consecutive working days, shall not be provided with City paid insurances or retirement benefits, subject to provisions of the State and Federal law. The employee may choose to pay his/her own insurance premiums, with medical/dental at the current COBRA rate.

## Section E - Life Insurance

During the term of this Agreement, the City agrees to pay dues for the California State Firefighter Association on behalf of the employees. During the term of this Agreement, the City also agrees to pay the premiums for Life, Accidental Death and Disability and Long

Term Disability on behalf of the employees and their enrolled spouse and/or dependent.offered by the California State Firefighter Association

## Section G - Hepatitis B Vaccine

All SFFA employees are required to have a Hepatitis B Vaccine, to be paid by the City. If an employee tenders to the City proof of previously having had the vaccine, another vaccine will not be required. If a booster shot is recommended by a physician, the City will bear the cost. The only exception to not having the Hepatitis B Vaccine will be for religious or personal convictions. In such case, said employee will sign a written statement verifying his/her intention or reason why he/she is not having the Hepatitis B Vaccine.

## Section I – Retirement

The City shall provide employee's pension benefits through the California Public Employees' Retirement System's ("CalPERS"). The employee's retirement benefit formula and required contributions under CalPERS will depend upon the employee's date of membership with CalPERS. Employees who became CalPERS members before January 1, 2013 and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") will be enrolled in the following benefit formula: Three Percent (3%) at Fifty (50) Plan for Safety Members. Employees who became members of CalPERS on or after January 1, 2013 and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Point Seven Percent (2.7%) at Fifty-Seven (57) for Safety Members.

PEPRA requires that all New Member employees pay a contribution rate of at least 50% of the total normal cost rate for their defined benefit plan. PEPRA also prohibits Employer Paid Member Contributions ("EPMC") for New Members. As such, all employees classified as New Members shall pay 100% of the employee share and the City shall pay 100% of the employer share of the pension contribution costs. For employees classified as Classic Members, the employee shall likewise pay 100% of employee contribution costs and the City shall pay 100% of the employer contribution costs.

Employee retirement benefits are based on a retirement formula which takes into account the employee's total service credit, age at retirement, and highest average annual compensation during any consecutive 12-month period (for Classic Members) or 36-month period (for New Members) throughout the employee's CalPERS career.

## Section J – Holidays

Unlimited holiday accrual is not permitted. Employees who work the 56.0 hours per week schedule are granted an initial bank of one hundred and forty-four (144.0) hours of holiday pay (6 holidays x 24.0 hours = 144.0 hours) each year, with said employee

accruing holidays at a rate of 5.54 hours of Holiday-In-Lieu every pay period. Employees who work the 40.0 hours per week schedule are granted an initial bank of one hundred and four (104.0) hours of holiday pay (10.4 holidays x 10.0 hours = 104.0 hours) each year, with said employee accruing holidays at a rate of 4.0 hours of Holiday-In-Lieu every pay period. Actual holidays will not be recognized. Said employee must use his/her holidays within the fiscal year (July 1st through June 30th). Management shall make every effort to schedule the holiday in accordance with respective schedules and in due regards to the employee's request. If holiday-in-lieu hours, beyond the initial bank are remaining, said employee will be compensated at his/her regular rate of pay for those hours remaining on the first full pay period in July.

## Section K - Vacation Schedule

The Fire Chief may develop and publish an annual vacation schedule using a seniority system. The Employees shall be notified of said schedule before being published. Said schedule may be changed by the Employee or the City when it is in the best interest of the City to meet appropriate levels of staffing. Vacation is earned and accumulated by full-time, permanent Employees upon employment and may be scheduled to be taken off after the completion of six (6) months of continuous service.

SFFA employees shall not accrue vacation in excess of twice the annual accrual rate. When an employee reaches that cap, he or she will cease to accrue vacation until some vacation has been used. Any exceptions to this cap must be approved by the City Administrator. Vacation is continually earned and accumulated, up to the twice the annual accrual rate, except for any and all periods of employment when an Employee is on an official leave of absence without pay. Any Employee on official leave of absence without pay shall not earn nor accumulate vacation leave. If a break in service occurs, and an employee returns to work, said Employee will accumulate vacation as a new Employee.

The annual vacation earned will be as follows:

VACATION ACCRUAL

| Years of Service | Accrual Per Pay Period |
|---|---|
| 00 - 05 | 4.62 hours |
| 06 - 10 | 6.46 hours |
| 11 - 15 | 8.31 hours |
| 16- 20 | 9.23hours |
| 21+ | 10.15 hours |

Employees may take vacation in increments of not less than twelve (12) hours, subject to the approval of the Fire Chief.

## Section L - Sick Leave

Sick leave shall be accumulated at the rate of twelve (12) hours per calendar month (12.0 x 12 = 144 ÷ 26 pay periods = 5.54 hours accrual per pay period). Sick leave must be taken in fifteen (15) minute increments (e.g., if any employee is gone for twenty (2) minutes, thirty (30) minutes will be recorded).

An Employee may accumulate sick leave without limitation. However, a maximum of 480 hours may be accumulated for pay off of sick leave hours in the Employee separates service with the City through a CalPERS Retirement. Upon separation from City employment by means of a CalPERS Retirement, and at the Employee's discretion, a payout of accrued sick leave may be made of 100% pay (full salary) for up to the first 30 days (8 hours multiplied by 30 days' equals 240.0 hours) of accumulated sick leave and 50% pay (half salary) up to the maximum of an additional 240.0 hours. An Employee may choose to be paid out for accrued sick leave hours up to the 480.0 hour maximum, with the remaining sick leave hours that are not paid out being reported to CalPERS to be incorporated into the Employee's Retirement Service Credit balance.

Employees who terminate from City employment for reasons other than retirement may also be eligible for a maximum payout of 480.0 hours of accrued sick leave if the employee has ten (10) years of continuous, full-time, permanent employment with the City and three (3) consecutive satisfactory evaluations prior to termination. The employee's first two hundred and forty (240.0) hours (or portion thereof) will be paid out at 100% pay (full salary) and the second two hundred and forty (240.0) hours (or portion thereof) will be paid out at 50% pay (half salary)).

Employees may be granted family sick leave when the absence is required because of the illness or injury of a member of the employee's immediate family.

Each day utilized for family sick leave shall be subtracted from the employee's sick leave balance. The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum amount of sick leave equal to the current year's sick leave accrual in any given year for the purpose of family sick leave. For the purpose of this subsection, "immediate family member" includes (1) a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. T

The Department Head or City Administrator may require a written statement from an attending physician or dentist that an Employee is capable and is released to return to perform all of the duties of his/her position. The City may prescribe forms to be used for said statement. Said forms shall be completed by the physician or dentist prior to the Employee being allowed to return to work.

At the end of each Fiscal Year, each employee shall have the option of retaining all unused sick leave or, in the alternative, may request to trade in all unused sick leave from the previous Fiscal Year for additional vacation time.

In the event of a trade, not less than one hundred percent (100%) of the unused sick leave for the previous fiscal year can be traded. If sick leave is traded for vacation time, it shall be traded as two (2) days of sick leave for one (1) day of vacation or the equivalent.

The ceiling on vacation accrual shall remain valid in instances of a sick leave trade so that said trade cannot result in an excess of the vacation ceiling.

Probationary status employees may take sick leave as earned and may be given advance sick leave of up to two (2) weeks upon the City Administrator's written approval for emergency situations.

An employee may donate up to 16.0 hours of sick leave per year to another City employee. The employee requiring the sick leave donation must have exhausted all leave balances. Employees donating sick leave time must keep a minimum sick leave accrual balance of 80.0 hours. If an employee has less than 80.0 hours of sick leave accrual, that employee will not be eligible to donate. All donors will remain confidential.

## Section M - Uniform Allowance

For the term of this Agreement, the annual uniform allowance will be $1200.

Uniform allowance shall be paid on a calendar year basis. New employees, as well as employees who retire or separate from City service or are discharged during the calendar year, shall be paid on a prorated basis. The uniform allowance will be paid on the first pay day of December.

Uniforms damaged in the line of duty shall be replaced on a prorated basis depending on the age of garment as determined by the Chief.

Uniforms are to be kept in a presentable condition and must meet standards as set by the Chief. Mandatory quarterly inspections will be made by the Chief.

## Section N - Bereavement Leave

Refer to Article 14 of the City of Sonora's Personnel Rules & Regulations.

## Section O - Education Pay

All personnel covered under this Agreement shall receive a two and one-half percent (2.5%) increase to their base salary for possessing any of the following certificates/diplomas: State Fire Training Officer; Fire Officer; Associates Degree or

Bachelor's Degree (but not both). Completion of a task book is acceptable in lieu of a certificate.

Possession of each certificate/diploma listed above will qualify an employee for the two and one-half percent (2.5%) education incentive increase. Employees will be eligible for certification/education incentive pay upon the completion of the required classes and/or the completion of the appropriate task book. The employee will provide proof of completed certificate or degree. The increase shall be automatic upon the Department Head submitting the appropriate substantiation to the City Administrator. The maximum number of compensated licenses/certificates/degrees an employee may possess is no more than three (3) not to exceed a maximum of 7.5% additional pay.

In addition to the education incentives identified above; the City will reimburse the employee up to a maximum of fifty percent (50%)of the costs of tuition, books and registration (excluding any travel time, time in class, parking fees and meal costs) incurred in meeting the requirements for obtaining these certificates/degrees upon proof by the employee of the costs incurred. All courses which are to be reimbursed must be pre-approved by the Department Head in writing. The Department Head shall have the sole discretion as to any decision regarding the merit of the courses identified, and the percentage which the City will reimburse for any specific course. All courses which are to be reimbursed must be successfully completed, prior to reimbursement.

In addition to the above, employees hired before January 1, 2015 who have obtained either their EMT-Basics, EMT-Intermediate, or Paramedic level certificate shall also qualify for one additional two and one-half percent (2.5%) education incentive increase.

## ARTICLE 9. WORKING CONDITIONS

### Section A - Hours Of Work And Overtime

It is understood and agreed that the payments made pursuant to the agreement are not to be construed as an admission of liability thereof.

For those employees involved in fire protection activities who work a 56.0-hour work week schedule, the City has affirmatively elected a 7K work period, which consists of a twenty-eight (28) day work period. The shift duration shall be twenty-four (24) hours.

Overtime shall be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay for all hours worked in excess of the regularly assigned shift or for any shift worked in addition to a regularly scheduled shift. In addition, for those employees who work the 56.0 hours per week schedule, per the Fair Labor Standard Act (FLSA), any hours worked in excess of two hundred and twelve (212.0) hours in the twenty-eight (28) day work period, will be paid at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay. For the purpose of calculating hours worked in excess of two hundred and twelve (212.0) hours, all earned time off used for normally scheduled shifts in a twenty-eight (28) day work period shall count as hours worked. Earned time off shall include

Vacation, Holiday In-Lieu, Sick Leave and Compensating Time Off (CTO), etc.

Rest periods of fifteen (15) minutes shall be allowed for each half of the Employee's work day.

In no event shall any Employee be compensated in excess of one and one-half (1½) times the Employee's regular rate of pay; specifically, regardless of situations where minimum compensation provisions overlap with each other and/or the Employee's scheduled shift (e.g., call-back, etc.).

No unofficial overtime shall be allowed.

## Section B – Callback

If an Employee is called out or called back to work at times other than a normally scheduled shift by the Department, the Employee shall be paid for a minimum of two (2) hours for each such call out or callback.

An Employee will be considered to be called back or called out if all the following conditions are met:

A. Personnel must have left the work site after the end of shift, or the call is within one and one-half (1.5) hours after the end of said shift, with the Employee having remained on site.
B. Must have been an order given by person with authorization to do so, to Employee to report for duty at specific site.
C. Employee must have reported to site as ordered.

When the two (2) hour minimum compensation for call out overlaps a succeeding appearance other than the regular scheduled shift (e.g., call out, etc.), such minimum shall be paid, with any duty in excess of the initial two (2) hours compensated pursuant to the overtime provisions only.

When two (2) hour minimum compensation for call out overlaps the beginning of the Employee's regular scheduled work shift, the call out period, up to the beginning of the shift, shall be compensated pursuant to the overtime provision only (i.e., the two (2) hour minimum shall not apply). When the subject shift begins, the Employee is on regular pay status.

## Section C - Work Out Of Classification

Refer to Article #9 of the City of Sonora's Personnel Rules & Regulations.

## Section D - Medical Leave

Refer to Article #15 of the City of Sonora's Personnel Rules & Regulations.

## Section E. Jury Leave

Refer to Article #14 of the City of Sonora's Personnel Rules & Regulations.

## Section F - Leave Of Absence

Refer to Article #15 of the City of Sonora's Personnel Rules & Regulations.

## Section G - Workers' Compensation Leave

Leave under this provision shall be guided by current State status relating to Workers' Compensation for Fire personnel.

## Section H – Training

All department-assigned leaves of absence granted for training purposes shall be compensated for as though the employee was working a normal workday, workweek, or pay period.

## Section I - Compensatory Time Off (CTO)

No Fire Department safety personnel may accrue more than one hundred and sixty-eight (168) hours of CTO (i.e. 112 overtime hours worked).

Employees shall receive paid overtime for all hours worked in excess of those identified above.

The Employee, at the Employee's option, may request, through Department Head, compensatory time off (CTO), or overtime pay for overtime hours worked. Use and accrual of CTO shall be at the discretion of the Department Head to assure assignment of adequate personnel to provide and maintain the City services.

Fire Department safety personnel may accrue up to one hundred fifty hours (150) additional CTO (CTO2) for overtime worked while assigned to an out-of-county mutual aid assignment in a calendar year. If no notification or direction is given the overtime hours shall be paid as overtime in the current pay period. CTO2 hours may be cashed out in any pay period after the date the CTO2 hours were earned. Any hours remaining as of the second pay period in December shall be paid out.

## ARTICLE 10. GRIEVANCE PROCEDURE

### .Section A – Matters Subject to Grievance

A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of this Agreement or the City's Personnel Rules & Regulations. As used herein, "days" is defined as calendar days.

Disciplinary action shall not be subject to this grievance procedure. Those matters shall be governed by the disciplinary procedures set forth in Section 4.11 of the City's Personnel Rules & Regulations. Evaluation of an employee shall not be subject to grievance.

### Section B – Informal Grievance Procedure

The grievant shall orally discuss his or her grievance with his or her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to respond to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

### Section C – Formal Grievance Procedure

Level I

If a grievant is not satisfied with the resolution at the informal level, he/she may within five (5) days of receipt of such answer file a formal written grievance with his or her immediate supervisor. The supervisor within five (5) days thereafter give a written answer to the grievant.

Level II

If the grievant is not satisfied with the written answer from his or her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department head. Within fifteen (15) days of the receipt of the written appeal, the Department head shall investigate the grievance which may include a meeting with the concerned parties and give a written answer to the grievant. The Department head may affirm, modify, reverse, or otherwise resolve the decision appealed.

Level III

If the grievant is not satisfied with the written answer from the Department head, the grievant may, within five (5) days of such answer, file a written appeal to the City Administrator or his or her designee. Within twenty (20) days of the receipt of the written appeal, the City Administrator shall investigate the grievance which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Administrator may affirm, modify, reverse, or otherwise resolve the decision appealed.

Level IV

If the grievant is not satisfied by the decision made by the City Administrator, he/she may within fifteen (15) days of the response from the City Administrator request, in writing, a hearing before an arbitrator. The hearing before the arbitrator shall be heard whenever possible within thirty (30) days of receipt of the request by the City Administrator. The grievant shall be sent notice of the date of the hearing at least fifteen (15) days prior to the hearing.

Grievance arbitrations shall be conducted according to the rules of disciplinary matters as defined in section 4.11 of the City's Personnel Rules and Regulations.

The arbitrator shall conduct a hearing and shall within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the arbitrator shall be final. The cost of the arbitration, including the arbitrator's fee, shall be shared equally by the employee and the City.

## ARTICLE 11. PERSONNEL RULES & REGULATIONS

The City Council shall maintain, and review as necessary, adopted Personnel Rules & Regulations, subject to any requirements of Government Code Section 3500, et. seq.

## ARTICLE 12. GENERAL PROVISIONS

### Section A – Layoff

When necessary due to economics, layoffs shall be as follows:

1. Provisional/Temporary employees
2. Probationary employees
3. Permanent employees in inverse order of seniority.

Employees so laid off shall be placed on a re-employment list which shall remain in effect up to one (1) year after said layoff. Re-employment shall be determined on the basis 25of years of service and evaluation of work record/performance.

## Section B - Past Practices

All rights, powers, functions, responsibilities, and the authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

## ARTICLE 13. OES EMERGENCIES

For persons responding to an emergency under the administrative control of the California Office of Emergency Services (OES) for which a reimbursement is made to the City, there shall be two methods of payment. The method chosen will be the one that will provide the employee the highest compensation.

Method #1: Any person so responding shall be compensated at the hourly rate paid by OES for which the City has been reimbursed, less an appropriate administrative charge, and the City's portion of FICA.

Method #2: Payment shall be processed on the next regularly scheduled payroll in accordance with the employee's current status and rate of pay. No deductions shall be made from the employee's pay for administrative costs.

Said rate shall be determined on a case-by-case basis, by first subtracting an appropriate administrative charge and FICA from the total of all monies reimbursed by OES for personnel costs, and then dividing the remaining amount by the number of total hours worked by those responding to each emergency. Hours will be calculated by OES classification (e.g., Strike Team Leaders are reimbursed at a different rate than other participants).

The City shall withhold all appropriate State and Federal income taxes, unemployment taxes (FUTA), and Social Security payments (FICA-including the employer's share) and shall issue all payroll payments on a warrant separate from other payroll payments. The cost to the City to provide this separation of payments shall be included in the appropriate administrative charge.

The appropriate administrative charge shall be defined as: a charge to defray the cost of providing Worker's Compensation benefits to those responding and to defray the cost of preparing the additional payroll payments to those responding. With respect to Worker's Compensation, the cost of providing the benefit shall be the estimated annual cost ("premium") for such coverage for the Fiscal Year in which the emergency occurred, divided by the total estimated number of hours (straight time--SB 90 hours: eighteen hundred (1800) per year) worked by all regular employees in that same Fiscal Year, multiplied by the total number of hours worked by those responding to the

emergency. With respect to the cost of the payroll payments, the cost shall be determined by multiplying the SB 90 State hourly reimbursement rate (for personnel processing the payments) by the actual hours spent in processing the payments.

## ARTICLE 14. SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected.

## ARTICLE 15. RE-OPENER

The City and SFFA agree to reopen discussions during the final year of the agreement concerning Salaries and Medical Benefits.

## ARTICLE 16. TERM OF AGREEMENT

This Agreement does not apply to temporary or part-time employees. This Agreement shall be effective from July 1st, 2018, through June 30th, 2021. This Agreement shall become effective upon adoption by a Representative of SFFA and City.

SONORA FIRE FIGHTERS' ASSOCIATION

_____
SFFA President

_____
Richard Reed, SFFA Representative

CITY OF SONORA

_____
Timothy A. Miller, City Administrator

_____
James M. Garaventa, Mayor

ATTEST:

_____
Colette Such, City Clerk Pro Tem