

MEMORANDUM OF UNDERSTANDING

between

CITY OF PORTERVILLE

and

FIRE OFFICER SERIES



July 1, 2019 to June 30, 2021

Updated
08/15/2019

This page was intentionally left blank

TABLE OF CONTENTS

TERM OF MEMORANDUM OF UNDERSTANDING.....	5
PURPOSE.....	5
RECOGNITION.....	5
DISCRIMINATION.....	6
FINDINGS.....	6
CITY RIGHTS.....	7
COMPENSATION PLAN	
Salary Ranges.....	8
Acting Pay.....	9
Additional Pay/Specialty Pay.....	9
Bilingual Differential Pay.....	10
Department Training Allowance/Professional Development.....	10
Educational Incentive.....	11
Fair Labor Standards Act (FLSA).....	12
Overtime/Compensatory Time.....	12
Uniform and Safety Equipment Allowance.....	14
Working out of Classification.....	15
WORK SCHEDULE	
48/96 Work Schedule.....	16
Alternative Work Schedule.....	16
BENEFITS	
Aflac.....	17
Deferred Compensation.....	17
Employee Service Award.....	18
Health Insurance.....	18
Holidays.....	20

Life Insurance.....	21
Physical Fitness Incentive.....	21
Annual Physicals.....	22
Retirement System.....	22
Short Term Disability.....	26
Sick Leave.....	26
Vacation/Vacation Scheduling.....	27
Weight Loss & Nutrition Program.....	29
Work Out Time	29
Workers Compensation	29
OTHER MATTERS	
FBOR Appeal Process.....	29
Fire Department Policies.....	35
Fire Lieutenant Classification Reassignment.....	35
Promoted Employees (Probationary Status).....	35
Layoff Procedure.....	35
Residency Requirement.....	40
STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS...	40
ADDITIONAL INFORMATION.....	40

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PORTERVILLE

AND

FIRE OFFICER SERIES

Pursuant to the provisions of Section 3500, et. seq., of the Government Code, representatives of the City of Porterville have met and conferred with representatives of the Fire Officer Series (FOS) and have reached concurrences on the following items:

TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2019 through June 30, 2021.

PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this Memorandum; to provide an established, orderly and fair means of resolving any misunderstandings or differences, which may arise from the provisions of the Memorandum, and to set forth the understanding reached between the parties as a result of good faith meeting and conferring on the matters set forth herein. (Resolution 9071)

RECOGNITION

The City of Porterville, hereinafter called the "City", hereby recognizes the Porterville City Firefighters Association, hereinafter called the "Association" or "FOS", as the representative for employees in the classification:

Fire Captain

Please note, the Fire Officer Series petition to organize was approved on January 28, 2011. You will notice that several items contained in this Memorandum of Understanding were approved when the classification of Fire Lieutenants were still allocated and the positions of both Fire Lieutenant and Fire Captain were previously represented by the Porterville City Firefighters Association.

Requests for modification to the above employee group for the purpose of representation may be submitted to the City Manager for determination. New classes shall be assigned to an employee group as appropriated by the City Manager. If a dispute arises regarding the employee groups for representation, an appeal may be filed to the City Council. Upon receipt of said appeal, the City Council shall set a time and place for a public hearing to consider the appeal. Its findings shall be final and conclusive. For further information, please review the City of Porterville's Employer-Employee Relations Resolution (Resolution 75-2000).

The City Council pursuant to Section 3503 of the Act, acknowledges that nothing in this Resolution shall prohibit any employee from representing himself/herself in his/her employment with the City. (Resolution 75-2000)

DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered by this Memorandum of Understanding, and that all employees so covered shall have the right to join and participate in the activities of the Association and to exercise all rights expressly set forth in Section 3500, et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall apply equally to all employees covered without favor or discrimination because of: (1) race, color, sex, age, handicap, creed or religion, and (2) in accordance with all applicable State and Federal laws. (Resolution 9071)

FINDINGS

The City Council of the City of Porterville does hereby find, determine and declare as follows:

- A. That this City Council is aware of the purpose and intent of the provision of Section 3500 et seq. of the Government Code of the State of California familiarly referred to as the "Meyers-Milias-Brown Act;" and
- B. That the terms and provisions of this Resolution have been recommended for adoption by the City's administrative staff after completion of the consultation process required by said Act; and

- C. That the public interest, convenience and necessity require the adoption of this Resolution, establishing the regulations as hereinafter set forth. (Resolution 75-2000)

CITY RIGHTS

Unless otherwise expressed in the provisions of a Memorandum of Understanding between the City and an Employee Organization, the City has and retains the sole and exclusive rights and functions of management, including, but not by this enumeration intended to be limited to the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the rights to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards; and to determine budgets and appropriations of funds and to set municipal fees and charges.
- B. To decide upon and manage all facilities and operations carried on by or on behalf of the City, including locations, methods, means and personnel by which the City's functions are to be conducted.
- C. To establish, modify, and change working hours, schedules and shifts, job content, methods, techniques, processes and standards and allot and assign work.
- D. To control and determine the use and location of City's plants, facilities, property, material, machinery and equipment.
- E. To determine the size and composition of the working force, and to direct the working forces, including the right to hire, promote, demote, discharge, discipline or transfer any employee.
- F. To determine the layout, the machinery, the equipment and the materials to be used, and to introduce new, improved, adjusted or different methods of operations, or to change existing methods.
- G. To determine the policy and procedure affecting the selection or training of new employees.
- H. To establish, implement and use employee performance standards, including, but not limited to quality and quantity appraisal standards, the frequency and criteria of employee performance appraisals, and the application and results of said appraisals.
- I. To determine measures to promote safety and to protect health and property.
- J. To transfer work from one job to another or from one plant or unit to another.

- K. To relieve employees from duty for lack of work, lack of funds, or for other reasons deemed by management to be in the public interest.
- L. To promote, grant pay increases and otherwise reward employees, and to reprimand, suspend, discharge or otherwise discipline employees. The judgment of management shall govern except for a manifest of abuse of discretion.
- M. To establish, modify and/or amend job classifications.
- N. To contract for the performance of City services, construction, maintenance, distribution or any other work with outside public or private entities.
- O. To take such other and further action as may be desirable or necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves. (Resolution 75-2000)

If interested in reading the entire Employer-Employee Relations Resolution locate Resolution 75-2000.

COMPENSATION PLAN

Salary Ranges

As of July 1, 2017 current monthly salary is as follows:

Title	Range	Step A	Step B	Step C	Step D	Step E
Fire Lieutenant	203	4,964	5,218	5,485	5,765	6,059
Fire Captain	214	5,540	5,822	6,119	6,432	6,760

Fire Series wage increases occurred or will occur as follows:

- Effective January 1, 2017: 2% (Fire Lieutenants and Captains, Resolution 76-2016)
- Effective November 1, 2016: 2% (Fire Lieutenants and Captains, Resolution 76-2016)
- Effective March 1, 2015: 1% (Fire Lieutenants and Captains, Resolution 18-2015)
- Effective March 1, 2015: 1% (Fire Lieutenants and Captains, Resolution 18-2015)
- Effective January 1, 2014: 3% (Fire Lieutenants and Captains, Resolution 6-2014)
- Effective June 1, 2009: 3% (All Fire Series employees, Resolution 18-2008)
- Effective October 1, 2008: 3% (All Fire Series employees, Resolution 18-2008)
- Effective March 1, 2008: 3% (All Fire Series employees, Resolution 18-2008)
- Effective July 1, 2007: 3% (All Fire Series employees, Resolution 18-2008)
- Effective January 1, 2007: 2% (All Fire Series employees, Resolution 16-2006)
- Effective February 1, 2006: 2% (All Fire Series employees, Resolution 16-2006)
- Effective July 1, 2004: 3% (All Fire Series employees, Resolution 16-2004)
- Effective January 1, 2004: 2% (All Fire Series employees, Resolution 16-2004)
- Effective January 1, 2003: 1% (Firefighter thru Fire Captain, Resolution 141-2002)
- Effective July 1, 2001: 7% (Firefighter thru Assistant Fire Chief, Resolution 73-2000)

Effective July 1, 2000: 8% (Firefighter thru Assistant Fire Chief, Resolution 73-2000)
Effective July 1, 1999: 3% (All Fire Series employees, Resolution 85-97)
Effective July 1, 1998: 3% (All Fire Series employees, Resolution 85-97)
Effective July 1, 1997: 4% (All Fire Series employees, Resolution 85-97)
Effective July 1, 1994: 4% (All Fire Series employees, Resolution 58-94)
Effective July 1, 1993: 4.2% (All Fire Series employees, Resolution 93-93)
Effective July 1, 1991: 3.9% (All Fire Series employees, Resolution 83-91)
Effective July 1, 1989: 5.6% (Fire Series employees, Resolution 90-89)
Effective July 1, 1988: 5% (Fire Series employees, Resolution 88-88)
Effective June 20, 1987: 5% (Fire Series employees, Resolution 63-87)
Effective June 7, 1983: 3% (Fire Series employees, Resolution 9815)
Effective June 29, 1982: 6% (Fire Series employees, 6/29/82 Council Meeting)
Effective June 12, 1981: 10% (Fire Series employees, Resolution 9607)
Effective June 30, 1980: 10% (Fire Series employees, Resolution 9448)

* Effective January 1, 2020, the Captains that are not included in the reclassification will receive a one-time payment of two percent (2%) of the employee's annual base salary. (Resolution 64-2019)

*Effective December 1, 2017, FOS employees received a one-time payment equivalent to one percent (1%) of the employee's annual base salary. (Resolution 65-2017)

*Effective November 1, 2016, FOS employees received a one-time payment equivalent to one percent (1%) of the employees' annual base salary. (Resolution 76-2016)

*Effective March 1, 2015, FOS employees received a one-time payment equivalent to one percent (1%) of the employees' annual base salary. (Resolution 18-2015)

Acting Pay

When a position is temporarily vacant due to prolonged illness, injury, leave of absence, or vacancy, an employee appointed to the position on a temporary basis shall receive acting pay at the salary range assigned to the position. (Resolution 9448)

Additional Pay/Specialty Pay

Effective August 1, 2008, those provisions of the Employee Pay and Benefit Plan which authorize additional pay or specialty pay to qualifying employees as a percentage of salary, including, but not limited to, Out-of-Class Pay (5%), Educational Incentive Pay (5%), Administrative Staff Position Assignment (7 ½%), etc. shall be so clarified in writing, and thereafter administered, as to have such pay calculated separately as a percentage of "Base Salary" to be added to a recipient employee's Base Salary. Such pay shall not be compounded when calculated. An employee's Base Salary shall be the Pay Step the employee is at in the Salary Range of the Position Classification the employee holds. (Resolution 116-2002)

Effective July 1, 2011, whenever a FOS employee is permanently assigned to an administrative staff position working a forty (40) hours work week, the employee shall receive an additional 7 ½ % salary increase. (Resolution 69-2011)

Effective August 16, 2019, all lead investigators will receive a two percent (2%) incentive based on the employee's annual base salary. (Resolution 64-2019)

Effective August 16, 2019, all fire officers will receive a phone stipend in the amount of \$50.00 per month. (Resolution 64-2019)

Bilingual Differential

Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Occasional translation compensation - \$20.00 per month

- American Sign Language
- Hmong
- Spanish
- Tagalog

Frequent translation compensation -\$40.00 per month

- American Sign Language
- Spanish

Bilingual/Bi-literate certified compensation -\$80.00 per month

- Spanish

Upon passing the testing procedure administered by Human Resources, Department Heads will assign occasional or frequent translation compensation to the employee.

Employees may receive Bilingual/Bi-literate certified compensation upon successfully passing an exam that tests their oral communication skills, reading and writing ability. (Resolution 23-2011)

Department Training Allowance/Professional Development

Effective August 6, 2019, the training allowance for FOS employees shall be \$800.00 per year for fire-related training approved by the Department Head. (No training expenses will be paid for classes taken to attain an A.A. or A.S. degree to be eligible for educational incentive compensation). (Resolution 64-2019)

Effective July 1, 2011, FOS employees will be granted forty (40) hours of classroom training (seat time) per calendar year to attend fire-related courses provided no overtime is incurred,

functional positions are filled and current level of service is delivered. At the discretion of the Department Head, employees may adjust their work schedules to attend fire-related training. (Resolution 69-2011)

Employees shall be allowed to attend training classes that are held at station 72 training site so long as all response areas are covered for emergency response. The Chief or his designee shall pick the members that will attend based on seniority and department needs. (Resolution 65-2017)

Educational Incentive

Fire Series employees will receive education incentives upon receiving each of the following degrees and/or certificates:

- Associates Degree (with a minimum of 21 units in Fire Science/Fire Technology): 5%
- Bachelor's Degree: 2%
- Chief Fire Officer Certificate: 3% upon satisfactory completion of all course work up to the certification task book required by the Office of the State Fire Marshal, State Fire Training for Chief Fire Officer Certification. In order to qualify for the Chief Officer Incentive Program, a Department employee shall either maintain a Chief Officer Certificate from the Office of the State Fire Marshal (OSFM) or complete all of the following:
 - All education and instruction that is required by the OSFM for chief officer certification, with the exception of the Chief Officer Task Book.
 - Certification as a Fire Officer through the OSFM
 - Possession of, at a minimum, an associate degree or higher (any major), or an accredited post-secondary institution. A copy of your degree must be submitted to the Chief.
 - Have a minimum of five (5) years full-time, paid experience in a California fire department as a fire fighter performing suppression duties.
 - Have a minimum of two (2) years' experience at the officer level (Lieutenant or higher). This experience may be included in with the five year fire service requirement. Performing in an "acting" capacity does not qualify.

(Resolution 65-2017)

The additional compensation for the Associate's Degree and Bachelor's Degree will be allowed provided the employee has a 2.0 grade point average. Fire Series employees with a Bachelor's Degree will be eligible to receive the Associate's Degree 5% incentive pay only if they have completed a minimum of 21 units in Fire Science. (Resolution 18-2008)

Fire Series employees hired prior to the effective date of this amendment and who are currently receiving 5% educational incentive for an Associate's Degree will continue to receive the 5%. (Resolution 18-2008)

Employees represented by the Fire Officer Series may receive a maximum of 2 ½% for certifications received from an accredited trade school. Skills acquired from accredited trade school must be beneficial to the City of Porterville's Fire Department. Examples of eligible certifications include, but are not limited to: Auto and diesel mechanics, any medical licenses or certificates other than those listed as minimum qualifications for employment, instructor certification or licensure in any of the fire sciences. Compensation eligibility for trade school certification other than those listed above will be determined by the Fire Chief, on a case-by-case basis. (Resolution 76-2016)

Employees represented by the Fire Officer Series may count the units taken for EMT, EMT-II, and EMT-P certification towards the qualifying units for AA Degree incentive pay. (Resolution 76-2016)

Training of generally equal benefit to the City and the employee, for course work applied toward a Bachelor's or Master's degree related to the employee's present position or possible promotion within the City. City participation to consist of a flat rate of \$4,000 annually for any class (es) or course (s) of six (6) units or less per school semester, (and two semesters per fiscal year), per employee or equivalent quarter units. This item shall become effective the quarter immediately following agreement being reached on this item with all sworn safety bargaining units. (Resolution 65-2017)

For additional information regarding tuition reimbursement, please review Administrative Policy IV-B-2, Employee Training located on the City Intranet or available at the Human Resources office.

Fair Labor Standards Act (FLSA)

Effective February 1, 2006, deductions for sick leave, vacation time and bereavement leave shall no longer apply in the calculation of overtime under the FLSA 24-day work period for all Fire Series employees. (Resolution 16-2006, FLSA work period amended via Resolution 69-2017)

Effective February 1, 2006, all Fire Series employees' base pay calculation shall include premiums for out of class pay. (Resolution 16-2006)

Effective July 1, 2011, whenever a shift officer is temporarily assigned (does not apply to light duty and/or modified duty assignment) to a forty (40) hour work week that exceeds sixty (60) calendar days, the employee shall receive an increase in pay equivalent to their previous Fair Labor Standards Act rate of compensation. (Resolution 69-2011)

Overtime/Compensatory Time

Fire Series employees (with exception to Battalion Chiefs and the Fire Chief) are to be compensated at the rate of 1 ½ times the regular rate for hours worked in excess of 182 hours in

a 24-day consecutive pay period, except that they shall be paid at 1 ½ times the 40 hour per week rate for 12 hours or less in a shift and at 1 ½ times the 56 hours per week rate for more than 12 hours in a shift. If required to work on a State forest fire, the employee's time will start from the time the employee is required to report for duty and end when he/she is returned to the City of Porterville. Any time on his/her regular work schedule will be at regular pay; all other time will be overtime, as outlined above. (Resolution 69-2017)

FOS employees may receive compensatory time at time and one-half (1 ½) in lieu of overtime pay. Compensatory time shall be recorded on the employee's time sheet and accounted for through the payroll system. Compensatory time accrual may be accumulated at not more than a maximum of 112 hours at any given time for employees assigned to a 56-hour per week shift, and a maximum of 80 hours at any given time for employees assigned to an administrative staff position (40-hour week). (Resolution 16-2004)

Forced Overtime – When personnel are forced to work more than scheduled hours in order for the Department to meet minimum staffing standards, or to fill various ranks because no qualified personnel are available on the affected shift. This overtime may be the result of a “not-foreseen” situation (no relief available) and will be filled position for position from the off going shift, based on the least amount of overtime hours worked. It may also be the result of no one accepting a scheduled overtime offer.

Foreseen Overtime – When an overtime situation occurs due to minimum staffing level or functional positions shortage is created or identified seven days or more before the beginning of the affected shift.

Minimum staffing – the minimum personnel in total, and of each rank, required to be on duty to fill each shift.

Staffing – The process of filling overtime vacancies by using the “rank for rank” method, by which a vacancy is filled by a person of equal rank to the personnel that created the vacancy. Acting positions may be used to satisfy the requirements of staffing if a person of equal rank is unavailable.

Staffing / Overtime Policy:

The use of acting officers and acting engineers is an important element of the succession training for the Department and its personnel. When shift vacancies are created and minimum staffing is not effected personnel who have been certified for acting positions will move up to fill the rank (functional position).

Overtime shall be offered to all personnel below the rank of Battalion Chief, based on hours of overtime previously worked in the calendar year based on rank and/or position. Those with fewer hours of overtime worked will be offered the overtime first. The overtime list shall be used for the scheduling of all overtime greater than 9 hours in duration including OES and LGST calls. Overtime vacancies that consist of 9 hours or less may be filled at the discretion of shift command. No personnel shall work more than 96 hours consecutively unless they are on an OES or LGST call. With the approval of the Chief or his designee an employee may work up to 120

hours consecutively. Personnel cannot be forced if they have vacation within 2 shifts before or after the day of the forced overtime. Shift trades shall not be allowed to circumvent a force hire overtime. All overtime will now be assigned by phone, text message, or email so there is a record of how it was assigned and who agreed to take it or who was forced hired. For foreseen overtime personnel have 2 hours to call in and accept the overtime. If 2 hours pass and no one has taken the overtime it will be assigned as a force hire. The 40 hour shift arson Captain position shall not be forced hired Monday through Friday. At the end of every calendar year the overtime list shall be reset to zero for all employees.

Example 1: An overtime situation occurs that was known 7 days or more in advance of the date of the overtime. The shift commander shall treat that as foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

Example 2: An overtime situation occurs that is less than 7 days in advance of the date of the overtime. The shift commander shall treat that as not-foreseen overtime and contact all department personnel in the rank that is causing the overtime to fill the position rank for rank. If no one picks up the overtime within 2 hours the shift commander will contact (via phone, text, or email) the applicable acting personnel for that rank in an effort to not force hire that position. If the shift commander still has no one willing to take the overtime, it would then be treated as a forced overtime situation (refer to the definition of forced overtime). If for some reason the shift commander has no one to force hire, the Duty Chief shall be contacted and the shift shall be filled by any means possible, including but not limited to under filling positions and/or using qualified reserves to work the shift.

(Resolution 65-2017)

Uniform and Safety Equipment Allowance

Sworn Fire Personnel: \$1,100.00 annually.

Uniform allowance will be split into two payments of \$550.00, pay-period ending on 6/30 and 12/31. (Resolution 18-2015)

Uniforms will be issued to new employees, and they will not be entitled to the uniform allowance until after one year of service. (Resolution 18-2008)

Employees who are not required to wear a uniform, may purchase their own polo shirts and have the City pay to have the logo embroidered, or the employee may purchase an embroidered polo

shirt from a contracted company. Both options shall not exceed \$40.00 per fiscal year. (Resolution 23-2011)

The physical fitness uniform shall primarily be worn when engaged in physical fitness. The physical fitness uniform shall include a Fire Department tee shirt, and/or sweatshirt, dark blue 100% cotton, with the department logo. Shorts and/or sweat pants shall be dark blue, 100% cotton. Shorts shall have an inseam sufficient to rest between the lower thigh and midline of the knee. Nylon or other synthetic material shirts, shorts, and other fitness uniform items should not be worn under PPE because those fabrics may melt. (Resolution 76-2016)

Uniform allowance increases occurred as follows:

August 6, 2019: \$1,100.00 (FOS employees, Resolution 64-2019)

February 17, 2015: \$1,000.00 (FOS employees, Resolution 18-2015)

July 1, 2002: \$830.00 (Fire Series employees, Resolution 116-2002)

June 20, 2000: \$450.00 (Fire Series employees, Resolution 73-2000)

July 1, 1989: \$350.00 (Fire Series employees, Resolution 90-89)

June 7, 1983: \$250.00 (Fire Series employees, Resolution 9815)

When upon referral by the City's Physician, and on the basis of a competent hearing examination, an employee is found to have a mechanically correctable hearing problem, and holds a position which in the opinion of the employee's Department Head and the Personnel Officer requires adequate hearing ability to perform, and whose personal safety and the safety of the general public would otherwise be in jeopardy if the hearing impairment were not corrected, the City shall consider such hearing aids/devices as required safety equipment, and will participate in the payment of normal and customary costs related to the procurement and maintenance of such equipment to the extent:

a. Participation is limited to aids/devices determined to be the first level of adequacy necessary to restore hearing.

b. Participation shall not exceed \$1,250 per aid/device; \$2,500, if such aids/devices are required for both ears.

c. Participation shall not be more frequent than once every five (5) years.

(Resolution 85-97)

Working Out of Classification

Effective February 1, 2006, whenever a Fire Series employee is required to accept the responsibility and carry out the duties of a current recognized functional position, he/she shall be compensated at a rate of 5% above their base pay for each hour worked out of class. Time sheets will only be submitted whenever a minimum of twenty-four (24) hours of this hourly out of class pay has accrued. (Resolution 16-2006)

WORK SCHEDULE

48/96 Work Schedule

The City will allow some modifications to Departmental hours of operations, so long as the current level of service is delivered to the public. The schedule described in the following paragraph will be implemented on a trial basis for a period of three years:

The Department shift schedule is a 48-hour shift, with 96 hours off duty between shifts (48/96 schedule). In the event that no full-time personnel are available to fill a vacancy caused by vacation, sick leave, or out of area assignment (such as, but not limited to, an OES or LGST call) of another shift member, the Chief or his designee shall fill said vacancy to maintain minimum staffing ratios. The Chief or his designee shall fill the overtime using the overtime policy. However, in the event no member accepts the overtime assignment and there are no personnel to force hire, the Chief or his designee shall use any means available to fill a vacancy of either a rank or functional position, including but not limited to the use of qualified reserve firefighters for the duration of the shift.

If at any time during the trial period of an alternate work schedule it becomes apparent that demonstrable impacts of the plan are not in the best interest of the City, or the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned thereto, and parties of this Memorandum of Understanding do hereby agree, at the request of either party, to meet and confer at the earliest time possible in an effort to reach concurrence for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with declining productivity, staffing shortages, overtime costs, budget reductions, sick leave usage, accidents and injuries attributed to fatigue, significant increases in errors and/or accuracy, or applicable changes to state or federal regulations affecting any operational premises upon which the alternate work schedule is based.

If the parties hereto are unable to agree on equitable, reasonable and appropriate solutions to resolve any adverse impacts attributed to the alternate work schedule within a reasonable time after learning of or becoming aware of such adverse impacts, then the City shall declare the trial period terminated, and provide each employee involved in the alternative work schedule written notice of the effective termination date. Immediately upon termination of the alternate plan, work schedules will automatically revert to a 56-hour work week.

(Resolution 65-2017)

Alternative Work Schedule

At the discretion of the Department Head, the City agrees to allow some modifications to departmental work schedules for 40 hour work week employees, so long as the current level of service is delivered. This could be implemented on a trial basis, and may include 9-80 schedules or 4-10 schedules.

If at any time during the trial period of an alternative work schedule it becomes apparent that demonstrable impacts of the plan are not in the best interests of the City, or the safety and welfare of the residents thereof, or the health, safety and welfare of the employees assigned there to, and parties to this Memorandum of Understanding do hereby agree, at the request of either party, to meet and confer at the earliest time possible in an effort to reach concurrence for an equitable and reasonable resolution of any work schedule impacts demonstrably adverse to said interests of the City, the residents thereof, or the employees involved. Said adverse impacts may include, but are not limited to, problems associated with: declining productivity; staffing shortages; overtime costs; budget reductions; sick leave usage; accidents and injuries attributed to fatigue; significant increase in errors and/or accuracy; or applicable changes to State or Federal regulations affecting any operational premises upon which the alternative work schedule is based.

In the absence of equitable and reasonable solutions for the resolve of adverse impacts attributed to the alternative work schedule, or in the event the parties hereto fail to reach concurrence for the resolve of same within a reasonable period of time, then, and in that event, the City shall declare the trial period terminated and provide each employee involved in the alternate work schedule written notice of the effective termination date. Immediately upon termination of the alternate plan, work schedules will automatically revert to the previous scheduling.

(Resolution 18-2015)

BENEFITS

Aflac

The City of Porterville has contracted with the AFLAC Company to provide employee- funded supplemental insurance designed to help maintain some income in the event that an employee experiences a long-term illness or non-work related injury. (Approved for all full-time employees on September 21, 2004 via minute order 05-092104)

Deferred Compensation

Concurrent with the implementation of this two-tiered program, the City shall implement a supplemental retirement benefit program through ICMA, and/or any other similar program proposed by FOS and approved by the City, for employees hired between July 1, 2012 and December 31, 2012 or assigned to the second retirement tier and are covered by this bargaining unit. City shall match, from the first dollar contributed by an employee, all employee contributions to said supplemental retirement benefit program, on a tax year basis; provided that the City's contribution on behalf of the employee to PERS plus the City's contribution to the supplemental retirement benefit system shall not exceed twenty-five percent (25%) of

employee's gross salary, as calculated under PERS rules, in any tax year. (Resolution 23-2011, implementation date amended via Resolution 54-2012)

Employee's right to vest, as to City's contributions to the supplemental retirement benefit system, shall not accrue until and unless the employee has completed five (5) years of service with the City. (Resolution 54-2012)

In exchange for this City matching contribution, employees hired on or after July 1, 2012, shall be required to have any amount of City contributions to PERS in excess of twenty-five percent (25%) in any tax year, be deducted from their salary and used by City as an offset against said excess contribution to PERS. (Resolution 54-2012)

Effective June 1, 2012, the City will contract with Strategic Retirement Advisors, LLC to provide all employees with an additional investment advisor vendor. (Resolution 69-2011, implemented via Resolution 54-2012)

Effective August 16, 2019, the City will provide a deferred compensation match for tier two and three unit members only, up to a maximum match by the City of \$600.00 per year. (Resolution 64-2019)

Employee Service Award

Acknowledgement of years of service of all regular full-time FOS employees shall occur during the quarter during which the employees' anniversary date falls, as follows:

Years of Service	Award Amount
5	\$50
10	\$100
15	\$150
20	\$200
25	\$250
30	\$300

Service years worked beyond thirty years will continue to be awarded during the quarter of the 5th year anniversary in the amount equivalent to ten dollars (\$10) per year of service. This item shall become effective the quarter immediately following agreement being reached will all bargaining units.

(Resolution 65-2017)

Health Insurance

For details, please review the latest version of the Health Plan Document located on the City of Porterville's Intranet or contact the Human Resources office for a copy.

Monthly rates for active employees consist of:

Medical

Employee Only	2% of base salary
Plus Spouse	+\$170.00
Plus Child/ren	+\$160.00
Plus Spouse & Child/ren	+\$250.00

Dental

Employee Only	0
Plus Spouse	+\$21.00
Plus Child/ren	+\$27.00
Plus Spouse & Child/ren	+\$30.00

Vision

Employee Only	0
Plus Spouse	+\$11.00
Plus Child/ren	+\$9.00
Plus Spouse & Child/ren	+\$20.00

(Resolution 18-2015)

Effective March 1, 2015, FOS employees shall begin contributing two percent (2%) per month of the employee's base salary towards employee's own medical coverage on the City's health plan. (Resolution 18-2015)

Major Medical Coverage:

Deductible:

\$175 deductible per person per calendar year. (Resolution 18-2015)

Maximum \$350 deductible per family per calendar year. (Resolution 18-2015)

Benefits shall be paid by the Plan only if notice of claim is made within three hundred sixty-five (365) days from the date on which covered charges were incurred. The claimant must submit properly completed claim forms and itemized statements as authorized by the Trustees. Any exceptions to the submissions of claims later than three hundred sixty-five (365) days are subject to approval of the Trustees, but in no event may claims be considered for payment later than fifteen (15) months from the day on which covered charges were incurred. (Resolution 84-91)

Chiropractic Services – 20 visits maximum per calendar year. Chiropractic x-rays limited to \$100 per year. (Resolution 84-91)

Effective 11-01-10, the Employee Benefit Trust Fund, Eligible Medical Expenses shall be amended to include preventative care at a cost of an additional \$5.00 per month paid by each employee with two or more dependent coverage. (Resolution 23-2011)

Effective July 1, 2015, the City shall implement changes to the healthcare benefit of FOS employees as set forth in Attachment 1 and Exhibits of Resolution 18-2015. Said changes may be subject to minor modification, to the benefit of the employees, as and when all City bargaining units approve them. Further, said changes to the employee's healthcare benefit shall not become effective until such time as all bargaining units approve same. (Resolution 18-2015)

Dental Coverage:

Effective January 1, 2003, the maximum dental benefit per person per calendar year shall increase to \$2,000.00. (Resolution 116-2002)

Orthodontics for all covered individuals. Lifetime maximum of \$1,000 per covered individual. This amended benefit will become effective upon reaching agreements with all bargaining units. (Resolution 65-2017)

Vision Coverage:

City to provide a vision care plan for employees with optional dependent coverage at the expense of the employee. Said plan is anticipated to include a deductible of not less than \$10.00 nor more than \$20.00. (Resolution 70-90)

Retiree Health Coverage:

Fire Series employees who retire on or after February 1, 2006 will pay 70% of the monthly contribution rate for medical coverage for themselves and for their eligible spouse; and the City will contribute 30% of said costs, for so long as timely and continuous monthly premium payments are made by or on behalf of the eligible retiree and/or by their eligible spouse. Medical plan benefit coverage for retirees and eligible spouses will be effective until they reach the age of 65. The monthly costs shall be 102% of the established insurance premium contribution rates, and such rates are subject to change. (Resolution 16-2006 and Resolution 116-2002)

Rates will be reviewed annually by the City beginning in April of each year and adjusted on the first day of July each year, or as soon thereafter as possible, according to the actuarially established contribution rates, and consistent with the percentage rates outlined above. (Resolution 16-2006) For current retiree health rates, please contact the Human Resources office or review the Employee Pay and Benefit Plan.

Retired employees are eligible to purchase the City's Employee Medical, Dental and/or Vision Plan benefits for themselves and their spouse, provided the spouse was covered under each of the Benefits Plan proposed to be purchased for not less than thirty (30) days immediately prior to the employee's retirement date (Resolution 85-97)

Holidays

Floating Holidays:

Effective January 1, 2008, Fire Series employees shall be provided with one additional floating holiday which will be included in the vacation accrual. (Resolution 18-2008)

Effective January 1, 1984, Lincoln's Birthday will no longer be observed as a holiday, instead all employees will receive an additional floating holiday. (Resolution 9815)

Life Insurance

The City shall provide \$50,000 Life and A.D. & D. Insurance through the City of Porterville Self-Insured Plan for all employees. (Resolution 23-2011)

Physical Fitness Incentive

Regular Physical Exercise

Monthly Incentive Rates:

	“Good”	“Excellent”	“Superior”
Monthly Workouts:	10-13 times	14-17 times	18 or more
Incentive Pay:	\$30	\$40	\$50

1. A maximum of one workout per day shall be eligible. Further, eligible workouts must last at least one hour in duration and should include cardio exercise.
2. To be eligible, workouts must be verifiable (i.e. sign in/out sheets at City fitness facilities witnessed/signed by HR staff or employee supervisor; or printout provided from professional third-party gym/fitness membership/classes.)
3. To be eligible, participants must submit their completed workout logs (forms to be provided by HR) to HR by the 10th day of each month for the prior month. Incentive pay shall be disbursed to participants on a quarterly basis. Forms submitted after the 10th day, or not containing the appropriate supervisor/HR sign-off or verified third-party gym/class printout shall not be eligible.
4. Employees who knowingly sign and/or submit inaccurate/fraudulent sign in/out sheets or workout logs shall be prohibited from participating in the Regular Physical Exercise program for one year from the date of discovery. The Risk Manager maintains the right to make such a determination.

*Said changes may be subject to minor modification, to the benefit of the employees, and shall not become effective until such time as all bargaining units approve. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

(Resolution 18-2015)

Annual Physicals

Effective August 16, 2019, employees are eligible for reimbursement of up to \$250.00 dollars of the coinsurance cost of an annual physical. The following criteria must be met in order to be eligible for reimbursement:

- Only one physical will be covered by reimbursement within a fiscal year.
- Each physical must be six months or greater from the prior year's physical.
- At a minimum, the physical must meet the same standards as a pre-employment physical required by the City of Porterville Fire Department.
- The physical must be conducted by an in-network physician.
- Any and all additional expenses related to the annual physical will not be covered by the employer (i.e. travel, lodging, etc.).

(Resolution 64-2019)

Retirement System

Beginning in January of 1982, the City of Porterville contracted with the California Public Employees' Retirement System (PERS) to provide various retirement benefits for its employees. The City began paying the employee contribution on July 1, 1985. The City's Contract with PERS was amended, effective July 1, 1998, to provide the 2% at 50 Retirement Plan for Local Safety Members, and Safety Employees began paying the full employee contribution rate on that date. Effective July 1, 1999, the City began paying the 4% of the Safety Employees' contribution. The employee contribution and earnings, irrespective of who pays them, remain the property of the employee, but may not be withdrawn other than upon retirement or separation from City employment. (Resolution 49-99)

The City Council delegates the City Manager authority to make determination under Section 21023.6, Government Code, on behalf of the Agency, regarding a local safety member's disability and whether such disability is industrial and to certify such determinations and all other necessary information to the Public Employees' Retirement System. (Resolution 9717)

The PERS maintains each employee's account and provides a statement annually of contributions and interest earned. Benefits provided by this retirement program includes survivor benefits, normal retirement benefits, disability retirement and industrial disability retirement for Local Safety Employees. (Resolution 49-99)

Effective August 1, 2002, the City of Porterville will pay 8.5% of the 9% monthly share of the Employees Retirement Contribution to the California Public Employees' Retirement System, computed as a percentage of salary, for all full-time Fire Series Employees. (Resolution 116-2002)

Effective September 1, 2002, the City of Porterville will pay the 9.0% monthly Employee Retirement Contribution to the California Public Employees' Retirement System, computed as a percentage of salary, for all full-time Fire Series Employees. (Resolution 141-2002)

Effective February 1, 2006, the employee's share of the monthly CalPERS contribution, i.e., 9%, shall be converted to salary for all Fire Series employees, providing all eligible Fire Series employees participate in paying the employee's pre-taxed monthly retirement contribution of 9% on the same date as the salary conversion.(Resolution 16-2006)

Effective July 1, 2006, the City will amend its contract with CalPERS to provide all eligible Fire Series employees and unrepresented Fire Management employees with 3% @ age 55 full formula retirement benefit. (Resolution 16-2006)

Effective July 1, 2012, the City shall implement a two-tiered retirement plan for all new employees hired on or after July 1, 2012. The plan formulas shall be as follows:

<u>Safety</u>	<u>Formula</u>
Employees hired prior to July 1, 2012	3% @ 55
Employees hired between July 1, 2012 and December 31, 2012	2% @ 50
*Employees hired on or after January 1, 2013	2.7% @ 57

(Resolution 23-2011, implementation date amended via Resolution 54-2012, third tier implemented via the Pension Reform Act)

*Employees without prior PERS service, prior PERS members with more than a six month break in service with a PERS agency, or previous employees who have withdrawn their pension and have not made arrangements within sixty (60) days of being reinstated to re-deposit it will be placed in the third tier.

Effective December 1, 2011, FOS employees shall pay one percent (1%) of the employer contribution rate for fiscal year 2011/2012 which shall be determined according the employee's base salary. (Resolution 69-2011)

Effective March 1, 2012, FOS employees shall pay an additional one percent (1%) of the employer contribution rate for fiscal year 2011/2012 which shall be determined according the employee's base salary. (Resolution 69-2011)

Effective July 1, 2012, FOS employees shall pay fifty percent (50%) of the PERS employer contribution rate increase for fiscal year 2012/2013; however, said employee's share shall not exceed one percent (1%) of the total increase for fiscal year 2012/2013. (Resolution 69-2011)

Effective July 1, 2013, FOS employees shall pay fifty percent (50%) of the PERS employer contribution rate increase for fiscal year 2013/2014. In the event that said increase exceeds a total of three percent (3%), or one and one-half percent (1.5%) for the employee's share of the increase, FOS shall have the right to re-open negotiations on this item. (Resolution 69-2011)

In the event the employer contribution rates decrease for fiscal year 2012/2013 and/or fiscal year 2013/2014, the salary deduction percentages shall decrease accordingly to reflect those rate percentage decreases. (Resolution 69-2011)

Effective January 1, 2014, FOS employees shall pay an additional one percent (1%) towards the CalPERS employer contribution rate. (Resolution 06-2014)

Benefits contracted for tier one and two employees:

FC 1 Year –The final compensation is the average full-time monthly pay rate for the highest 12 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced by \$133.33. (Gov. Code 20042)

Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Military Stats 76- A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Retired DB \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. (Gov. Code 21620)

Cola 2%- Beginning the 2nd calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index. (Gov. Code 21329)

LS Basic Death –Local System service credit will be used in the computation of benefits payable under the Basis Death benefit for all local members who were members of a local retirement system at the time the local system was discontinued. (Gov. Code 21536)

Public Srvc Layoff-A member may elect to purchase up to 1 year of public service credit for periods of lay-off from employment on or after 1/1/84. (Gov. Code 21022)

Pre-Ret Option 2W-Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W. (Gov. Code 21548)

Military Retiree-Permits certain retired persons to purchase up to 4 years of service credit for continuous active military or merchant marine service prior to employment. (Gov. Code 21027)

DB Continues-Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4th Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Peace Corps: VISTA-The member may elect to purchase up to 3 years of service credit for any volunteer service in the Peace Corps or AmeriCorps: VISTA (Volunteers In Service to America). (Gov. Code 21023.5)

Loc Sys Transfer –The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit –This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

Benefits implemented for tier three employees:

FC 3 Years – The final compensation is the average full-time monthly pay rate for three consecutive years. (Gov. Code 20037)

DB Continues-Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry. (Gov. Code 21551)

LS Basic Death –Local System service credit will be used in the computation of benefits payable under the Basis Death benefit for all local members who were members of a local retirement system at the time the local system was discontinued. (Gov. Code 21536)

Pre-Ret Option 2W-Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W. (Gov. Code 21548)

Retired DB \$500- Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s designated survivor(s), or to the retiree’s estate. (Gov. Code 21620)

59 Survivor Benefit Level 4- This benefit is for members who are not covered by Social Security. The 4th Level of 1959 Survivor Benefit is a monthly allowance of \$950, \$1,900 or \$2,280 depending on the number of eligible survivors. (Gov. Code 21574)

Military Retiree-Permits certain retired persons to purchase up to 4 years of service credit for continuous active military or merchant marine service prior to employment. (Gov. Code 21027)

Military Stats 76- A member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment. (Gov. Code 21024)

Peace Corps: VISTA-The member may elect to purchase up to 3 years of service credit for any volunteer service in the Peace Corps or AmeriCorps: VISTA (Volunteers In Service to America). (Gov. Code 21023.5)

Public Srvc Layoff-A member may elect to purchase up to 1 year of public service credit for periods of lay-off from employment on or after 1/1/84. (Gov. Code 21022)

Sick Leave Credit- Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. (Gov. Code 20965)

Cola 2%- Beginning the 2nd calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis of 2% maximum. The adjustment may not be greater than the change in the Consumer Price Index .(Gov. Code 21329)

Loc Sys Transfer –The assets in the local retirement system were transferred to CalPERS upon the effective date of the contract; applied against the liability for prior service and contributions required by the employee were credited to their account. (Gov. Code 20481)

Prior Service Credit –This is service rendered by the employee prior to the effective date of the contract with CalPERS. (Gov. Code 20055)

Short Term Disability

Short Term Disability program will be provided and paid for by the employees, if voted in by the employees. (Resolution 69-85)

Sick Leave

An absence of not more than forty (40) hours for employees other than Fire Shift personnel, and fifty-six (56) hours for Fire Shift personnel, for absence necessitated by the death or critical illness of a member of the employee's immediate family. Immediate family includes: father, mother, brother, sister, spouse, child, child's spouse, spouse's mother and father, grandchildren, and grandparents of the employee. For purposes of this section, a critical illness is defined as illness of such severity that death is imminent or a physician has directed that someone be immediately available to assist the afflicted and/or monitor his/her condition. A "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. (Resolution 23-2011)

An absence or absences totaling not more than 48 hours of accrued and available sick leave per calendar year for employees other than Fire Shift personnel, and 67.2 hours for Fire Shift personnel, to attend to an illness whether requiring hospitalization or not, of a child, parent, spouse or domestic partner of the employee. In no event can an employee use more paid sick

leave than he/she has accrued. For the purpose of this benefit, “child” means a biological, foster, or adopted child, a step child, a legal ward, or a child of a person standing in loco-parentis. “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. (Resolution 69-2011)

Bereavement leave is to be held separate from sick leave only for the purpose of calculating employee’s 100% attendance. (Resolution 90-89)

For additional information regarding the City of Porterville’s Sick Leave Policy, please review the Employee Pay and Benefit Plan located on the City of Porterville’s website.

Vacation/Vacation Scheduling

An absence of more than ninety (90) days due to industrial injury or illness and department vacancies of more than 120 days shall not be counted against the minimum staffing levels for the purpose of scheduling vacation. (Resolution 18-2008)

Regardless of salary range, employees may voluntarily donate their accrued vacation time to other employees who are experiencing a catastrophic event and have exhausted all leave balances. In no circumstances shall the vacation leave of the employee who is donating the leave incur a negative balance, nor shall the leave balance fall below a sufficient number of hours (40) to cover unanticipated emergencies of the donator. (Resolution 23-2011)

Shift Employees

Subject to IRS regulations, employees represented by the Fire Officer Series with at least five (5) years of service with the City of Porterville shall have the opportunity to sell back up to forty-eight (48) hours of vacation time provided said employee has utilized a minimum of ninety-six (96) hours of vacation time within the twelve (12) months prior to the sell back pay period and provided a balance of at least forty-eight (48) hours remains on account after sellback. Under extenuating circumstances created by departmental workload, the City Manager may permit the sell back when an employee has utilized less than ninety-six (96) hours but more than forty-eight (48) hours within the prior twelve (12) month period. Said sell back shall occur once per year, during the second pay-period of October. (Resolution 76-2016)

Non-Shift Employees

Subject to IRS regulations, employees represented by the Fire Officer Series with at least five (5) years of service with the City of Porterville shall have the opportunity to sell back up to forty (40) hours of vacation time provided said employee has utilized a minimum of eighty (80) hours of vacation time within the twelve (12) months prior to the sell back pay period and provided a balance of at least forty (40) hours remains on account after sell back. Under extenuating circumstances created by departmental workload, the City Manager may permit the sell back when an employee has utilized less than eighty (80) hours but more than forty (40) hours within the prior twelve (12) month period. Said sell back shall occur once per year, during the second pay-period of October. (Resolution 76-2016)

The vacation accrual rate for FOS employees working on a shift basis, shall be amended as follows. The rates below include all regular holidays and three floating holidays.

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	19.60	235	336
6-10	24.26	291	392
11-15	26.60	319	420
16 plus	28.94	347	448

The vacation accrual and maximum accumulation rate for FOS employees working on a non-shift basis shall be amended as follows. The rates include three floating holidays.

Years of Service	Hours Accrual Per Month of Service	Annual Accrual	Max Accumulation
1-5	8.66	104	160
6-10	12.00	144	200
11-15	13.50	162	220
16 plus	15.33	184	240

(Resolution 65-2017)

Each October, all personnel shall have the opportunity to select vacations for the next calendar year. Selections will be made one at a time, up to four per person, in order of seniority with the Department, on a per shift basis, regardless of rank. Not more than two shift members can select to be out on vacation during the same time with these four vacation selections. A vacation selection can be any length of concurrent shifts or hours. If shift members are not present on duty to make selections when it is their turn, shift command will attempt to call them to ask what dates they would like to reserve. If they do not respond within 8 hours, shift command will mark “pass” and continue the vacation calendar to the next senior member. All selections will be presented to the Chief not later than December 15th for review and approval.

Subsequent, supplemental vacation requests may be made throughout the year. Subsequent, supplemental vacation requests will not be approved if they would cause a functional position shift deficiency or otherwise cause a need for overtime. An exception for subsequent, supplemental vacation for one member shall be granted when the shift is at minimum draw down and no personnel are on vacation. At least one shift member may take vacation so long as functional positions or the shift deficiency can be filled with overtime. Such requests shall be submitted not more than 30 days, and not less than 48 hours, prior to the date of requested vacation. Emergency vacations may be granted on a case-by-case basis, with approval of the Chief or his designee.

(Resolution 64-2019)

For additional information regarding the City of Porterville's Vacation Policy, please review the Employee Pay and Benefit Plan located on the City of Porterville's website.

Weight Loss and Nutrition Program

Participating employees shall be eligible for up to two payments of \$50 each per year for completion of a certified weight loss or nutrition program, which shall be pre-approved by the Risk Manager. Proof of completion must be provided to receive payment.

*Said changes may be subject to minor modification, to the benefit of the employees, and shall not become effective until such time as all bargaining units approve. The Risk Manager shall have the authority to approve or deny the eligibility of any and all proposed wellness programs.

(Resolution 18-2015)

Work-Out Time

For shift personnel, the City will provide one (1) hour per twenty four (24) hour shift for wellness and physical fitness training. Except where emergency circumstances will not allow it, every effort will be made to schedule such hour between 1100 and 1200 hours; provided that it is understood that, notwithstanding this time allotment, fire personnel shall continue to be expected and required to complete all normal and customary work assignments during the course of such twenty four (24) hour shift. This includes work assigned monthly. (Resolution 18-2015)

Workers Compensation

Effective March 1, 2015, the Workers Compensation benefit provided to FOS employees shall be modified to provide no additional benefit other than those required by applicable State law. This item is separate and apart from any Carve-Out negotiations and/or agreement. (Resolution 18-2015)

OTHER MATTERS

FBOR Appeal Process

The following administrative appeal procedures are adopted pursuant to Government Code §3254.5 of the Firefighters Procedural Bill of Rights Act ("FFBOR"). In the event that the FFBOR is amended to allow an administrative appeal in accordance with the standard procedure

of the City's Personnel Rules and Regulations, this FFBOR administrative appeal procedure will revert back to such Personnel procedures to the extent permitted by law.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. For purposes of this policy, "firefighter" does not include anyone in a volunteer capacity. As referenced in Government Code § 3251(a), any employee who has not successfully completed the probationary period established by the City as a condition of employment, is not included in the definition of "firefighter" and is not covered under this procedure. The classifications of employees who are considered a "firefighter" under this policy include: Firefighter and Fire Engineer.
- b. The term "punitive action" means any action that may lead to dismissal, demotion, reduction in salary in excess of the equivalent of twenty four (24) work hours, or suspension in excess of the equivalent of twenty four (24) hours.

2. FIRE OFFICER RIGHTS TO CONFERENCE REGARDING DISCIPLINE

Any regular, full-time firefighter in the competitive City service shall have the right to a conference of disciplinary suspension, salary reduction, demotion, or dismissal. The employee shall follow the City Personnel Policy to initiate a review of a proposed disciplinary action to and through the completion of the Skelly process.

3. APPEAL OF A DISCIPLINARY DECISION NOT INVOLVING DISCHARGE, DEMOTION, REDUCTION IN SALARY IN EXCESS OF THE EQUIVALENT OF TWENTY FOUR (24) WORK HOURS OR SUSPENSION IN EXCESS OF THE EQUIVALENT OF TWENTY FOUR (24) WORK HOURS

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a disciplinary decision not involving discharge, demotion reduction in salary in excess of the equivalent of twenty four (24) work hours or a suspension in excess of the equivalent of twenty four (24) work hours.

- a. Notice of Appeal – Within ten (10) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer – In an informal hearing, the City Manager or his/her designee shall be the presiding officer. The City Manager or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the City Manager shall be final and binding. If the City Manager cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40,

then the mediator from the California State Mediation and Conciliation Service shall serve as the Presiding Officer. In such cases, the determination of the Presiding Officer shall be final and binding.

- c. Burden of Proof - The employer shall bear the burden of proof at the hearing. The Department shall have the burden of providing by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing -
 - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
 - ii. The parties may present opening statements.
 - iii. The parties may present evidence through documents and testimony.
 - aa. Witnesses shall testify under oath.
 - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 – 11450.50.
 - cc. At the discretion of the Presiding officer, the parties may be entitled to confront and cross-examine witnesses.
 - iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing – The hearing shall be audio recorded. The cost to receive transcript of the hearing shall be borne by the party requesting the transcript.
- f. Representation – The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- g. Decision – The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage prepaid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the decision is final and binding.

4. FIRE OFFICER RIGHTS TO APPEAL PUNITIVE ACTION INVOLVING DISCHARGE DEMOTION, REDUCTION IN SALARY IN EXCESS OF THE EQUIVALENT OF

TWENTY FOUR (24) HOURS OF SUSPENSION IN EXCESS OF THE EQUIVALENT OF TWENTY FOUR (24) WORK HOURS

A. Notice of Appeal

If the employee wishes to appeal the decision of the appointing authority, the employee must file a written Notice of Appeal, in a form acceptable to the City Manager, with the City Manager's Office within ten (10) working days after receipt of the appointing authority's decision.

1. The employee shall be entitled to a hearing before a Hearing Panel on the merits of the charges if the employee files a Notice of Appeal, and any such notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file a Notice of Appeal shall constitute a waiver of the employee's right to a hearing.
2. The Notice of Appeal shall be in writing, signed by, or on behalf of, the employee and shall state the employee's mailing address.
3. The Notice of Appeal must:
 - a. State the reasons for the appeal
 - b. State the name of the employee's representative, if any.
 - c. State the employee's estimate of time necessary to present the employee's case to a Hearing Panel.
 - d. Specify any new matter to be presented during the employee's defense. No exceptions to the time period provided herein shall be permitted.

B. Hearing Panel

The Disciplinary Action shall be reviewed by a three member Hearing Panel. The employee shall cooperate to schedule a hearing within the time guidelines, and shall comply with the pre-hearing conference procedures as dictated by these rules and the Hearing Officer, including identification of witnesses and exchange of evidence. Upon preparing and filing the Notice of Appeal, the employee shall promptly identify a City employee to serve on the Hearing Panel.

1. The Hearing panel shall consist of three individuals. One Hearing Panel member shall be a City employee selected by the appellant. Another panel member shall be a City Council member selected by the City. These panel members shall select the third panelist, who will be the Hearing Officer.
2. The Hearing Officer shall chair the Hearing Panel. If the Hearing Officer is not an attorney, the City Manager shall appoint a legal advisor to advise the Hearing Officer on all matters, including the admissibility of evidence. Said legal advisor shall be subject to disqualification for any of the grounds listed in Government Code Sections 11425.30 and 11425.40

3. No panel member may be otherwise involved in the appeal nor may they be a witness to the facts underlying the action.
4. Failure on the part of the City or the appellant to appear before the Hearing Panel, without good cause as determined by the Hearing Officer, shall result in their forfeiture of the case.

C. Hearing Panel Procedure

The following procedures shall apply to hearings conducted before a Hearing Panel

1. Setting the Hearing. Upon receipt of the Notice of Appeal, the City shall contact the members selected for the Hearing Panel and ascertain presently available dates when the panel members might be available to conduct a formal disciplinary hearing pursuant to these Rules. The City shall notify the employee of the panel's available dates, and work with the employee or the employee's representative to schedule all hearing-related matters.
2. Although it is the employee who is appealing the disciplinary decision, the burden of proof is on the City regarding the facts upon which the discipline was based and the correctness of the penalty imposed.
3. The Appellant's failure to appear at the hearing, or failure on more than one occasion to cooperate with the scheduling of the hearing and the pre-hearing conference procedures, or to abide by the hearing processes necessary to enable the matter to be timely heard, without good cause as determined by the Hearing Officer, shall result in forfeiture of the case or be deemed an abandonment of the appeal.
4. The Hearing Officer will provide written notice to the employee and his/her representative upon the first incidence of their failure to cooperate. If, within five (5) workdays, the employee fails to correct the problem that triggered the notice, such failure shall be deemed a separate incidence of failure to cooperate.
5. The hearing will be closed to the public unless the employee requests in writing that it be open to the public. Notwithstanding, where a hearing is open, either party may request that the Hearing Officer close portions of the hearing where sensitive or confidential or sensational material may be presented or discussed. The employee's department may be represented by counsel and/or have a lay representative present throughout the proceeding.
6. All witnesses who are not parties may be excluded from the hearing by the Hearing Officer except when testifying. If the employee does not testify in his or her own behalf, the employee may be called and examined as an adverse witness.
7. All testimony shall be taken under oath or affirmation.

8. The hearing is not required to be conducted according to technical rules relating to evidence and witnesses. Any evidence upon which reasonable persons might rely in the conduct of their everyday affairs may be admitted. Subject to the provisions herein regarding pre-hearing conferences, any relevant evidence shall be admitted if it is the sort of evidence which responsible persons are accustomed to rely upon in the conduct of serious affairs. Hearsay evidence may be used only for the purpose of explaining or supplementing other evidence, or where otherwise corroborated. Persons who provide direct testimony may be called by the other party for cross examination under oath. Cross examination shall be limited to those areas covered in their prior testimony, unless the Hearing Officer permits otherwise. The Hearing Officer controls which evidence is admitted, and may exclude evidence which is irrelevant, cumulative or otherwise found to be not probative.
9. The proponent of any evidence is responsible for obtaining and presenting the evidence in a clean and legible fashion, and is responsible for having available sufficient copies of the evidence for all parties, including the Hearing Panel members and the court reporter.
10. The Hearing Officer may take official notice of any matter which may be judicially noticed.
11. Each party shall have the right to subpoena witnesses. The City Manager will, on request, issue blank subpoenas.
12. Except for rebuttal testimony, modification of position statements or newly discovered facts, documents or witnesses, information not shared at the pre-hearing conference shall not be presented to or considered by the Hearing Panel. The Hearing Officer may, but is not required to, modify this provision and permit such evidence for good cause and in a manner which is fair to both parties.
13. A certified Court Reporter shall record all testimony.
14. The City Manager may promulgate such additional hearing procedures as he/she deems necessary, and as are agreed to by the parties.
15. The Hearing Officer shall be responsible for preparing and issuing the written decision of the Hearing Panel. During the process of producing the Hearing Panel's written decision the Hearing Officer may be assisted by appointed counsel.
16. The decision of the Hearing Panel shall be by majority vote and shall be made in writing within thirty (30) calendar days after the hearing of the matter is concluded. The decision of the Hearing Panel is final and binding on all parties.

17. The decision shall be signed by the Hearing Officer, who shall provide a copy of Notice of Decision to the employee, the employee's representative, if any, to the employing department, and to the City Manager's Office. The Notice of Decision shall recite that the time within which judicial review of the decision must be sought is governed by the provisions of Code of Civil Procedure § 1094.6.

(Resolution 18-2015)

Fire Department Policies

The Department has promulgated various rules and regulations which affect all Department employees, including employees covered by this MOU. The parties acknowledge that the Department's policies shall remain in effect unless a specific provision of this MOU contradicts the rule. The Department retains the ability to make changes to its rules and regulations which may affect current bargaining unit members. If the Association believes that the new or changed policy impacts a meet and confer issue the Association may request to meet within (30) days of the change. (Resolution 65-2017)

Fire Lieutenant Classification Reassignment

Over the next three (3) years, the Fire Chief will review the organizational structure of the Fire Department to determine if the consolidation of the Lieutenant and Captain positions meets the needs of the Department. (Resolution 65-2017)

Effective the first full pay period following both ratification and adoption of this agreement (August 16, 2019), the City agrees to eliminate the classification of Lieutenant and to transfer all current Lieutenants to the Classification of Captain at a step which matches the employees' current salary range. Currently pending promotional examinations for Lieutenant will be treated as recruitments for the position of Captain. (Resolution 64-2019)

Promoted Employees (Probationary Status)

Effective February 1, 2006, Fire Series employees who have successfully fulfilled the initial probationary time period in an entry level position, and are currently on probation due to a promotion, shall not be subject to restrictions in applying, testing and promoting for other promotional opportunities if they meet the minimum qualifications for the position. (Resolution 16-2006)

Layoff Procedure

1. Purpose

To provide a means by which employees are to be reduced in position or laid off when a reduction in force occurs from lack of work, lack of funds, or abolishment of a position.

2. Reduction of Force

Whenever the City Council determines, in its discretion, that for reasons of lack of work, lack of funds, or abolishment of a position, a reduction in the number of employees of the City is required, the Personnel Officer shall proceed with such a reduction in force by a reduction in position and/or layoff in accordance with the provisions in this Section. In a layoff situation, the following order of layoffs shall be followed:

- Temporary employees in the affected class
- Provisional employees in the affected class
- Limited term employees in the affected class
- Probationary employees in the affected class
- Part-time employees in the affected class
- Permanent employees in the affected class

3. Reduction in Position (Family of Positions)

When a reduction in force involves a position that is included within a family of positions, each employee holding such position shall be ranked, based upon his/her length of service with the City. The employee holding such position having a lesser length of continuous service shall be reduced to the next lower position within the said family of positions. Whenever two or more employees have identical length of service status, the employee with the lowest performance rating shall be reduced in position first. All persons reduced shall have their names placed on the class reinstatement eligibility list. An employee in a class proposed to be reduced in position may request, subject of the City Manager, a reassignment to a lesser position in the related family of positions.

4. Reduction in Position (Positions not included within a family of positions)

Where an ordered reduction in force involves a position which is not included within a family of positions, and whether or not one or more individuals are employed in such class, employees with the least continuous City service shall be laid off first, with exception that those employees who have previously held permanent status in a lesser position may re-assume the position previously held providing they have not experienced an intervening interruption to continuous City service, and have remained qualified to re-assume the duties of such previous position.

5. Subsequent Reduction in Position

Where one or more employees have been reduced in position to a lesser position, the incumbent employee or employees holding the lesser positions shall be subject, in turn, to the same reduction in position process. Where an employee holding a position which is ranked last in a family of positions, or holds a position not in a family of positions and is ineligible to exercise the prior permanent status reduction in position provision, is pre-empted from such position by reason of this process, and he/she shall be laid off from the City's service in accordance with the notification provision of this Section.

6. Salary Determination

An employee who is reduced in position, as previously defined, shall be placed in the salary range of the lesser position at the step closest to the salary held in the former position.

7. Re-Employment List

An employee who is reduced in position, or who is laid off by reason of a reduction in force accomplished pursuant to this Section, shall automatically have his/her name placed on a re-employment list for the position which he/she formerly held. The ranking of names upon such re-employment list shall be in accordance with the employee's length of service with the City in that position. Such re-employment lists shall have priority for a period of two (2) years over any other eligibility list for such affected position, providing, however, that employees not reinstated within six (6) months after being laid off must pass a pre-employment physical examination prior to reinstatement.

8. Payoff of Accruals Upon Layoff

Laid-off employees are to be paid for all accrued holiday and vacation time when separated as a result of an ordered reduction in force. The sick leave accruals of such employees will remain on the books and will be reinstated if the employee is re-employed in a permanent position with the City of Porterville within two (2) years from the date of separation.

9. Restoration of Length of Service

Upon re-employment following an ordered reduction in force, an employee will have his/her length of service restored.

10. Non-Discrimination in Reduction in Force

Reduction in positions and layoffs, which result from a reduction in force, shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical disability.

11. Notice of Reduction in Position or Layoff

The Personnel Officer shall provide each employee directly affected by a reduction position or layoff process with a written notice at least thirty (30) days prior to the effective date of the action. The notice shall include the:

- Reason for reduction in position or layoff.
- Class(es) to which the employee may be reduced, if any.
- Effective date of the action.

Upon receipt of a notice of a reduction in position, the affected employee must respond in writing to the Personnel Officer within ten (10) calendar days from receipt of notice declaring his/her intention to either comply with the reduction in position process or be placed on the appropriate re-employment list.

12. Families of Positions

The following positions are involved in varying degrees with responsibility of:

Administrative (Family A)
Administrative Analyst II

Administrative Analyst I
Administrative Aide

Clerical (Family B)

Deputy City Clerk
Secretary to the City Manager
Secretary
Clerical Assistant III
Clerical Assistant II
Clerical Assistant I
Clerical Assistant Trainee

Human Resources (Family C)

Human Resources Aide
Human Resources Assistant

Library Assistant (Family D)

City Librarian
Library Supervisor
Library Assistant
Library Assistant Trainee

Police - Sworn (Family E)

Police Captain
Police Lieutenant
Police Sergeant
Police Officer

Police – Non-Sworn (Family F)

Police Services Supervisor
Property and Evidence Officer
Community Services Officer II
Community Services Officer I

Communications (Family G)

Senior Communications Dispatcher
Communications Dispatcher/Senior Records Clerk
Records Clerk

Fire Suppression and Prevention (Family H)

Assistant Fire Chief/Fire Marshal
Fire Captain
Fire Engineer
Firefighter

Fiscal Activities (Family I)

Assistant Finance Director
Accountant II
Accountant I
Accounting Technician/Utility Billing Supervisor
Account Clerk III
Account Clerk II
Account Clerk I

Procurement (Family J)

Purchasing Agent
Bookkeeper

Engineering (Family K)

City Engineer
Principal Civil Engineer
Associate Engineer
Assistant Engineer
Public Works Inspector
Engineering Specialist III
Engineering Specialist II
Engineering Specialist I

Inspection (Family L)

Chief Building Inspector
Building Inspector II
Building Inspector I

Planning (Family M)

City Planner
Associate Planner
Assistant Planner
Planning Technician

Development (Family N)

Development Manager
Development Associate

Parks (Family O)

Parks Superintendent
Parks Supervisor
Parks Maintenance Worker III
Parks Maintenance Worker II
Parks Maintenance Worker I

Leisure Services (Family P)

Leisure Services Superintendent
Leisure Services Supervisor

Field Services (Family Q)

Field Services Manager
Field Services Superintendent/Water Utility Superintendent
Field Services Supervisor (Streets, Refuse, Traffic Control, Water)
Field Services Worker III
Field Services Worker II
Meter Reader
Field Services Worker I
Field Services Worker Trainee

Equipment Repair (Family R)

Field Services Shop Superintendent
Field Services Shop Supervisor
Mechanic II
Mechanic I
Mechanic Assistant

-- **Wastewater (Family S)**

Wastewater Utility Superintendent
Industrial Waste Inspector II
Industrial Waste Inspector I
Wastewater Treatment Facility Operator III
Wastewater Treatment Facility Operator II
Wastewater Treatment Facility Operator I
Wastewater Treatment Facility Operator Trainee

Laboratory (Family T)

Laboratory Supervisor
Chemist II
Chemist I
Laboratory Technician III
Laboratory Technician II
Laboratory Technician I
Laboratory Attendant

(Resolution 74-2000)

Residency Requirement

All full-time Department personnel must maintain their primary residence within 45 air miles of the city limit of Porterville. Battalion Chiefs shall, while on call for duty, reside within 10 miles or 20 minutes of the intersection of Morton and Indiana, and be able to receive radio traffic at that location for the duration of their assignment. In order to accommodate more distant off-duty personnel, all OES and LGST call outs shall be filled by on-duty staff and off duty staff that reside within 10 miles or 20 minutes of the intersection of Morton and Indiana. Positions that leave for an OES or LGST call will be backfilled as soon as possible by off-duty staff called back for overtime. All overtime including OES and LGST shall be filled using the overtime policy. (Resolution 65-2017)

STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and FOS. (Resolution 65-2017)

ADDITIONAL INFORMATION

This comprehensive Memorandum of Understanding is comprised of labor negotiation agreements between the City and FOS. If you have any questions pertaining to items not located in this document, please contact your immediate supervisor, Department Head, or the Human Resources Office. Here is a list of additional helpful publications/resources you may want to locate:

Administrative Policy Manual

The City's Administrative Policy Manual outlines general policies, program procedures, regulations and explanations that have been issued through City Council resolutions, City Manager memoranda and/or oral instructions.

City of Porterville Employee Benefit Trust Fund Plan Document

The City's Plan Document outlines in detail the health benefits provided to all full-time employees.

City of Porterville Personnel System Rules and Regulations

The City's Rules and Regulations provides a system of personnel rules based on Federal/ State law, City Council resolutions, Administrative Policy and Procedures, agreements with employee associations; describes standards of workplace conduct; and outlines a detailed recruitment process for potential employees.

City of Porterville Internet

The City of Porterville website, <http://www.ci.porterville.ca.us/> is available to anyone seeking information regarding City services, programs, events and/or activities.

City of Porterville Intranet

The City of Porterville intranet, <http://icity/> is accessible by City of Porterville employees only. It displays a wide array of information including forms and newsletters.

Employer-Employee Relations Resolution of the City of Porterville

The Employer-Employee Relations Resolution of the City of Porterville provides a procedure for the recognition, suspension and revocation of recognition status of employee organizations and establishes a reasonable and orderly method for the meet and confer process.