



CITY OF FAIRFIELD
&
FAIRFIELD FIRE MANAGERS'
ASSOCIATION

July 01, 2022 - June 30, 2025

MEMORANDUM OF UNDERSTANDING



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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRFIELD AND THE
FAIRFIELD FIRE MANAGERS ASSOCIATION**

WHEREAS, the Fairfield Fire Managers Association (“FFMA” or the “Association”) represents all fire managers and supervisors, excluding the Fire Chief; and

WHEREAS, the authorized representatives of the City and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq., and the City’s Resolution No. 2001-185, in order to reach an agreement concerning wages, hours, and working conditions within the scope of representation; and

WHEREAS, the Association and the City hereby acknowledge that the provisions of this agreement are not intended to abrogate the authority and responsibility of the City Government provided for under the laws of the State of California or the ordinances and resolutions of the City Council; and

NOW THEREFORE, the City and the Association agree to this MOU as follows:

ARTICLE 1. RECOGNITION

The Association is recognized by the City as the exclusive representative of sworn managers and supervisors at or above the rank of Battalion Chief, excluding the Fire Chief, in the Fairfield Fire Department. As such, the Association has the exclusive right to serve as the negotiating representative for all such employees, on matters within the scope of representation as defined by California Government Code section 3504.

The City’s Employee Relations Resolution shall govern City employment, unless the MOU conflicts, in which case the MOU shall control.

ARTICLE 2. TERM

The terms of this agreement shall commence from, July 1, 2022 and end on June 30, 2025.

ARTICLE 3. NON DISCRIMINATION

In the administration of this agreement, no person covered by this MOU shall be discriminated against because of race, national origin, religion, sex, sexual orientation, disability, age, marital status or on the basis of membership or non-membership in the Association, or participation of the activities of the Association.

This MOU shall be administered and applied in a manner that complies with provisions of the federal, state and local disability and anti-discrimination statutes. The City reserves the right to administer and interpret the agreement to ensure compliance with such laws.

This MOU provision shall not be interpreted to grant rights in addition to those conferred by federal, state and local laws

ARTICLE 4. DUES CHECKOFF

The City and the Association acknowledge that a dues checkoff procedure will be adopted pursuant to City Resolution No. 2001-185.

ARTICLE 5. PROBATIONARY PERIOD AND MERIT REVIEW

A. Probationary Period

Fire Managers and Supervisors shall serve a probationary period of twelve months.

B. Merit/Review

If appointed at (or promoted to) Step 1, employees are eligible for a merit review six months after the date the action becomes effective. If appointed above Step 1, the merit review will be twelve months from effective date.

C. Promotion/Demotion/Merit Dates

1. Promotion

Upon promotion the employee will receive the salary step of the new classification closest to 5% without going under 5%.

A promotion is defined as moving from one classification to another classification where the top step salary of the new classification exceeds the top step salary of the previous classification. Employees who are promoted will serve a 6 month probationary period.

2. Demotion

Upon demotion, employees will go to the same step as they had in their previous classification prior to the promotion. Employees who are being demoted and have not held a previous classification with the City will be placed at the same step in the new classification as that held in the previous classification. A demotion is defined as moving from one classification to another where the top step salary of the new classification is less than the top step salary of the previous classification.

3. Merit Date

the annual review date will change to correspond to the effective date of the promotion or demotion.

ARTICLE 6. COMPENSATION/WAGES

A. Wage Increases for the term of this MOU are effective as follows:

A 4% wage increase to be paid on the first full pay period in July of 2022

A 3% wage increase to be paid on the first full pay period in July of 2023

A 6.5% wage increase to be paid on the first full pay period in July of 2024

B. Total Compensation

The process for market comparison compensation adjustments ended with the final negotiated adjustment in 2007. The parties agree that the process for market comparison compensation adjustments, as described below expired June 30, 2008, and will not be implemented during the term of this MOU. The parties agree to leave in language from the expired MOU to describe the process for market comparison compensation adjustments, in the event the parties negotiate such compensation adjustments in a subsequent MOU. Retaining a reference to language for market comparison compensation adjustments is not grievable and does not obligate the City to implement such adjustments absent an explicit future agreement.

The City will gather compensation data for a top step Fairfield firefighter from each of the survey agencies listed in the policy adopted by Resolution No. 2000-156. The internal salary relationships specified in Resolution No. 2000-156 will be used in analyzing compensation for the FFMA classifications. If Fairfield firefighters' total compensation is below the mean of the survey agencies, an adjustment will be made to bring total compensation to the mean of the survey agencies. The intent is for any adjustment to total compensation to go first toward salary and to maintain the internal salary relationships for Fire Managers.

If, as of March 31st of the year in which Total Compensation is analyzed, Fairfield Firefighters' Total Compensation is 5.5% or more above the mean of the survey agencies, no adjustment will be made to Fairfield fire managers' total compensation. If, as of March 31st of the year in which total compensation is analyzed and is less than 5.5% above the mean of the survey agencies, total compensation will be adjusted to 5.5% above the mean of the survey agencies.

The City will inform the FFMA on or between March 1st and May 31st whether or not an adjustment for that year is required under the MOU and the reason therefore. This total compensation adjustment will be effective the first full pay period of July of the year in which the adjustment is made. The parties agree that their intent is for the adjustment to go toward salary and to maintain internal salary relationships.

The FFMA and FPFA shall receive equivalent percentage adjustments to their total compensation during the effective dates of this MOU.

C. Internal Alignments

The City agrees to maintain the following internal alignments:

- Minimum of 15% between Fire Captain and Battalion Chief with comparable education.
- Minimum of 15% between Battalion Chief and Deputy Fire Chief.

ARTICLE 7. ADDITIONAL COMPENSATION

Additional compensation to be paid to members represented by FFMA as follows:

A. Education Incentive

1. Battalion Chiefs, Deputy Fire Chiefs, and Fire Marshal who successfully complete all the required courses for the Fire Officer Certificate or Fire Inspector 1 certification shall receive an educational incentive of 5% of base pay.
2. Battalion Chiefs, Deputy Fire Chiefs, and Fire Marshal who successfully complete all the required courses for the Chief Fire Officer Certificate or Fire Inspector 2 certification shall receive an educational incentive of 5% of base pay.

Maximum educational incentive shall be 10%.

B. EMT compensation

Employees who maintain their EMT certification will receive 2.5% EMT pay which is paid on their base compensation including education incentives.

C. Extra Shifts

Hour-per-hour pay, or CTO at the straight time rate. Incumbents in the Battalion Chief position shall receive one and a half times the hourly rate of pay for working extra shifts or CTO at the premium rate.

D. Meetings beyond normal work schedule

Hour-per-hour pay, or CTO at the straight time rate.

E. Call-outs

Hour-per-hour pay, or CTO with a four hour minimum at the straight time rate.

Incumbents in the Battalion Chief position shall receive one and one half times the hourly rate of pay or CTO at the premium rate for responding to call-outs.

F. Strike Team

Employees who are called out for strike team duty that is reimbursable by the State will receive their pay at time and a half while working on the strike team provided that the City is reimbursed at the time and a half rate of pay. Should the State not reimburse the City at the time and a half rate, then the employee will be paid in accordance with the MOU at the straight time rate. Incumbents in the Battalion Chief position shall receive their pay at one and one-half times their hourly rate of pay, regardless of State reimbursement for strike team duty.

Employee can choose whether they want CTO or pay at the straight time rate.

Employee may cash-out CTO upon request.

G. HazMat Team Leader

If a FFMA member fills the Solano County HazMat Team Leader position, that member will be paid a non-PERS reportable stipend of \$100 per month. The stipend will be paid in \$50 increments in the first two pay periods of each month. The stipend will be received indefinitely until the assignment ends. This compensation is conditioned on the City receiving reimbursement from Solano County.

The Solano County HazMat Board will evaluate the Solano County HazMat Team Leader appointment annually and will notify the City if there is a change in this assignment for any reason.

H. Plans Examiner

Employees who successfully complete all the required courses for a Fire Plans Examiner Certification will receive 2.5% pay which is paid on their base compensation including education incentives. This pay is in lieu of the EMT compensation.

ARTICLE 8. HOURS OF WORK/SHIFT TRADES

Shift Trades

Battalion Chiefs will be allowed to have unlimited shift trades with the approval of their supervisor.

ARTICLE 9. LEAVE

A. Holidays

The following is a list of holidays that all employees of the bargaining unit are eligible to take from the date of hire: Those scheduled for a forty (40) hour work week may receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth (Observed June 19)
- Independence Day
- Labor Day
- Veterans Day (observed November 11)
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Holidays that fall on Saturday shall be observed on the previous Friday and holidays that fall on Sunday shall be observed on a succeeding Monday. Sequential holidays falling on Friday/Saturday or a Sunday/Monday shall be celebrated on a Friday and Monday.

1. Paid Holidays

To be eligible for holiday compensation (in-lieu holiday credit), a new hire must be in a paid status on the regularly scheduled workday immediately preceding the observed holiday.

Classifications of employees who are required to work on holidays accrue holidays as cash payment, which shall be paid annually in the first regular paycheck in November. The accrual rate is 48 hours per year. (1.846 hours/pay period.) Fire Marshall will receive the paid holiday accrual pro-rated at 50%.

Effective the first full pay period following City Council adoption of the successor MOU, Battalion Chiefs required to work on holidays will be compensated with an additional 6.4% of actual salary plus educational incentive.

Effective the first full pay period following City Council adoption of the successor MOU, the Fire Marshall, Deputy Chief and any other classifications who are assigned to an administrative schedule, will be compensated with an additional 6.4% of actual salary, plus educational incentive in lieu of receiving paid holidays or a vacation in lieu bank.

Compensation will be paid on a bi-weekly basis. Employees who do not work the holiday will be required to use vacation or personal leave to cover the holiday.

Employees in this unit who are subject to a 2080-hour schedule will receive 16 hours of time off to be used in lieu of the Indigenous People's Day/Columbus Day and Juneteenth holidays. Up to 16 hours will be placed in this bank, the maximum accrual in this bank will be 16 hours per calendar year and these hours will not be subject to payout on an annual basis or at the time of an employee's separation. Employees in this unit that are subject to a 2912-hour schedule shall receive a maximum bank of 24 hours for the above two holidays and these hours will not be subject to pay out on an annual basis or at the time of separation.

B. Personal Leave

Employees are eligible to use personal leave as it is accrued, subject to the discretion of the Fire Chief. Annual amount available is 144.86 hours for Deputy Chiefs and Fire Marshal in lieu of premium overtime (accrues at 5.57 hours/pay period). Incumbents in the Battalion Chief position on suppression shift will have a maximum of 55.9 hours of personal leave. Incumbents in the Battalion Chief position on administrative shift will have an annual maximum of 40 hours of personal leave. All personal leave accrued shall be 100% cashable. Upon separation from the City, employee is paid for any unused personal leave. The Fire Department will calculate and adjust hours to reflect shift differences.

C. Vacation

Vacation leave with pay shall accrue on the following basis.

<u>Years of Service:</u>	<u>Number of Vacation Days Per Year:</u>
From date of hire through 3 rd	3.08 hours per pay period (ten (10) days per year)
Beginning 4 th through 10 th	4.62 hours per pay period (fifteen (15) days per year)
Beginning the 11 th through 15 th	6.15 hours per pay period (twenty (20) days per year)
Beginning the 16 th through 20 th	7.07 hours per pay period (twenty three (23) days per year)
Beginning the 21 st and over	7.69 hours per pay period (twenty five (25) days per year)

The maximum vacation hours that may be accrued are 2.0 times the employee's current annual rate.

During the first twelve (12) months of employment, no vacation may be taken. Upon completion of twelve (12) months of continuous full-time service, vacation accrued during the previous twelve (12) month period may be taken. Vacation credits are earned during each anniversary year at the rate indicated above.

Upon separation from the City, employees shall be paid for any unused vacation credit.

D. Sick Leave

1. Accrual and Use

Employees shall receive twelve (12) working days of sick leave with pay for each full year, accrued biweekly at a rate of 3.70 hours per pay period. Employees are eligible to use sick leave as it is accrued. There shall be no limit on the amount of accumulated sick leave.

Sick leave shall be allowed and used solely for cases of actual personal sickness or disability, medical or dental treatment, or as authorized for other necessary health reasons and may be used by the employee for attendance upon a member of his/her immediate family seriously ill and requiring the care and attention by the employee. Immediate family is defined as mother, mother-in-law, father, father-in-law, spouse, domestic partner, son, daughter, step child, brother, sister, grandparent, grandchild, foster parent, foster child, or a child for whom the employee is legal guardian. An employee intending to use sick leave for medical/dental appointments shall notify his/her immediate supervisor in advance of the appointment.

2. On an annual basis, for hours accrued above 500, employees must elect to receive a distribution of sick leave hours in cash or make a contribution to qualifying deferred compensation account or a Retiree Health Savings account (RHS), determined by employee.

If employees elect to receive cash for their excess hours, they will receive 50% of the value of those hours at their corresponding hourly base rate of pay.

If employees elect to contribute excess hours to a qualifying deferred compensation or RHS account, they will receive 75% of the value of those hours at their corresponding hourly base rate of pay.

3. Sick Leave Cash Out upon Retirement

Employees who retire from City service have the following options for their sick leave balance upon retirement:

- A. Employees may elect to receive cash for 50% of their current sick leave balance. The remaining 50% of their bank will be credited to their CalPERS pension account for service credit.
- B. Employees may elect to receive 75% of their sick leave balance in CalPERS service credit and receive the remaining 25% in cash.
- C. Employees may elect to receive 100% of their sick leave balance in CalPERS service credit.
- D. Retiring employees who have reached maximum service credit will be eligible to receive 75% of their sick leave balance in cash.

4. Sick Leave Cash Out upon Separation

Employees who separate from City service for any reason other than retirement shall Receive 50% of their sick leave balance upon separation in cash. Employees terminated or who resign in lieu of termination are not eligible for this benefit.

5. Sick Leave Cash Out with Death

If an employee dies after completing one (1) full year of employment, his/her beneficiary shall be entitled to 50% of accumulated unused sick leave in cash.

6. Sick Leave Cash Out with Duties Related to Death

If an employee dies due to a duty-related death, his/her beneficiary shall be entitled to 100% of accumulated unused sick leave in cash.

E. Bereavement Leave

For employees that are assigned to a suppression shift, the Fire Chief may grant up to six (6) scheduled 24 hour shifts (144 hours total) of bereavement leave in the event of death or serious traumatic injury in an employee's immediate family. For purposes of this

section immediate family is defined as mother, father, step-mother, step-father, mother-in-law, father-in-law, spouse, domestic partner, son, daughter, brother, sister, foster, parent, foster child, stepchild, and child for whom the employee is the legal guardian, grandchild, or grandparents. Bereavement leave shall not be deducted from sick leave and shall not accrue to any employee as vested leave. The number of authorizations that may be made to an employee are not limited.

A "serious traumatic injury or illness" is defined as a sudden and unexpected event which requires prompt and immediate attention from the employee without delay. It may also include attending to the need of an immediate family member who is expected to die in the immediate future. Bereavement leave shall be taken within 30 days of the death or serious traumatic injury or illness.

ARTICLE 10. HEALTH/LIFE INSURANCE, OTHER BENEFITS

A. Medical/Dental Program

Full-time employees are eligible for health and dental coverage beginning the first day, of the first month, after date of hire.

For the medical plan contribution: For the plan years of 2023, 2024 and 2025 the City will base its increase of monthly contribution to the employees medical plan on 50% of the increase or decrease of premium for the Kaiser \$35 copay plan.

For the dental plan contribution: For the plan years of 2023, 2024 and 2025 the City will base its increase of monthly contribution to the employees dental plan on 50% of the increase of premium for the base Dental HMO plan.

The City shall not automatically assume responsibility for the increase in employee medical and dental premiums after the expiration of this Agreement.

The City will advise the bargaining unit of healthcare premium renewals and will schedule a meeting with the City's Broker of Record to allow the unit to ask questions about the rates and plans.

B. Unused Contribution Distributions

Any unused monthly health/dental premium contributions will be paid out with regular salary, or may be used for unreimbursed medical expenses or dependent care.

Employees providing proof of other coverage may drop health/dental coverage and receive taxable income, at the January 2008 amount of \$518.00 per month. Employees electing dental only receive \$518.00 per month less the cost of the premium for the dental plan in which they have enrolled. Employees electing medical only do not receive any payments.

C. Unreimbursed Medical Expenses and Childcare Expenses

The City's Cafeteria Plan provides for reimbursement of medical and dependent care expenses are to be paid on a non-taxable basis. Allocation amounts must be determined at the beginning of the plan period. Services must be received during the plan period and any unused allocation will be lost. Coverage is extended to IRS approved medical and/or dependent care expenses.

D. Vision Care

The City will pay the premium for vision care coverage under the VSP basic plan.

E. Retiree Medical

Employees may continue enrollment in City retiree health plans at their option, and at their cost, upon retirement. Employees will be allowed a one-time irrevocable election at the time of retirement to elect retiree coverage. Retirees may be enrolled in either the health or dental plans, or both. Retirement shall mean employees who retired from the City of Fairfield with a PERS retirement at the time of separation and who remain continuously retired under PERS.

Retirees are responsible for paying the full cost of the premium by the due date set by the City. If payment is not timely received, the retiree and any spouse or dependent, shall be terminated from the program without right to re-enroll at a later date.

Retirees must enroll in a Medicare-supplement plan when they become eligible for Medicare, presently at age 65. Failure to enroll in a Medicare-supplement plan will result in termination from the program. The Medicare premium is the responsibility of the retiree.

In the event of a death of a retired employee, the surviving spouse and dependents who are participating in the city plan at the time of death of the retired employee, may continue on the City health insurance plan at his/her own cost under COBRA regulations only, subject to plan restrictions and conditions.

For all retirees, once health and dental coverage is terminated, it cannot be later reinstated.

F. Medicare

All employees hired on or after April 1, 1986 shall contribute a portion of their gross salary (1 45%) for Medicare coverage as determined by federal regulations.

G. Life Insurance

For Basic life insurance, employees covered by this MOU will be eligible the first day of the first month after date of hire. The City will pay in full an amount equal to 1.5 times the annual salary rounded to the next \$1,000 for a Life and Accidental Death/Dismemberment insurance policy to a maximum of \$150,000.

Employees covered by this MOU will be able to purchase coverage equal to six times their annual salary of basic life insurance and supplemental life insurance combined. Health questionnaires are required for the purchase of the Supplemental Life Insurance.

H. Short Term Disability

The City administers the self-funded Short-Term Disability (STD) plan. The STD benefit schedule shall match the State Disability Insurance (SDI) benefit schedule. The benefit commences after a 7-day waiting period, or immediately, if hospitalized. Coverage is for non-industrial injuries for a maximum of 180 days. The current premium is \$6.00/month paid on an after-tax basis by the employee. An employee is eligible the first of the month after three (3) months continuous employment. STD payments received are non-taxable, as permitted by law. The premium may be adjusted annually based upon an actuarial study.

I. Long Term Disability

Employees will be eligible the first day of the first month after date of hire. There will be a 180 day waiting period after the date of the injury or illness causing the disability before employees are eligible for benefits. The maximum benefit will be equal to 60% of salary, subject to the benefit maximum. Coverage will be continuous to age 65+.

J. Employees' Deferred Savings Accounts

401(a)

Employees will be eligible effective on their date of hire. Total contributions are limited to the amount specified by Federal law. If an employee elects to enroll in the 401(a) plan, the City contribution is 4.00% and the employee mandatory contribution is 4.10%.

Members hired or promoted into FFMA on or after July 1, 2022, are required to enroll in the 401(a) plan. The mandatory employee contribution is 4.1% with a City contribution of 4.0%. Enrollment in the 401(a) is irrevocable.

457

Employees will be eligible effective on their date of hire. Total contributions are limited to the amount specified by Federal law. The City's contribution to the 457 will be 3.20%; the employee contribution will be optional.

If hired or promoted into FFMA prior to July 1, 2022: For employees who declined the one-time irrevocable option to enroll in the 401(a), the City's contribution to the 457 will be 7.2%, but only if the employee contributes at least 4.1% to the 457.

K. Car Allowance

Chief Officers shall receive a \$200 per month automobile allowance, or at the Chief's discretion a take home vehicle provided by the City. The purpose of the take home vehicle is to provide emergency coverage chief officer coverage as necessary. This designation will not impact the auto allowance.

L. Direct Deposit

Upon written request from an employee, their paycheck shall be directly deposited in an approved bank, savings and loan or credit union.

M. Financial Consulting Service

Optional enrollment; enrollment irrevocable while employed with the City; current services provided through the Association with Benefits Communication Network (BCN); employee pays \$24 per year.

N. Retiree Medical Expense Program

The City provides a Retiree Medical Expense Program via ICMA VantageCare. The Retiree Medical Expense Program shall have the following attributes: tax-free treatment of health benefits, tax-deferred treatment of earnings and payments, ability to charge any health premiums and unreimbursed health costs (not just City health plans), assets remaining after employee's death go to spouse/dependents. During the term of this agreement, the City shall contribute \$50.00 per month per employee toward this program. During the term of this agreement, the City will work with ICMA for FFMA employees to contribute 2.3% of their base salary toward this program.

ARTICLE 11. UNIFORMS AND SAFETY EQUIPMENT

Uniforms damaged in the line of duty shall be replaced or repaired in accordance with existing policy. Equipment which is damaged or lost will be replaced or repaired in accordance with existing policy.

Uniform/Boot/Bedding Allowance/Meals

- A. The annual uniform allowance is \$1,250 and is paid on a prorated basis each pay period. The uniform allowance shall be reported to PERS for Classic members as special compensation pursuant to PERS regulations.
- B. The City will provide the Battalion Chiefs and Deputy Chiefs with an initial issue of two (2) sets of fitted sheets and pillow covers, two (2) blankets, and one (1) pillow. The City will pay each Battalion Chief assigned to 24-hour shifts \$150 per year, on a bi-weekly basis, for the cost of cleaning and replacement of the bedding.
- C. Employees who work two consecutive 24 hour shifts understand that their meals are not provided by the City. Employees are required to contribute to their Station's "meal mess fund" to provide themselves with meals during their shifts.

ARTICLE 12. TUITION REIMBURSEMENT

The City will provide a tuition and books reimbursement program for educational activities which are directly job-related and approved in advance by the Fire Chief, subject to reimbursement guidelines established by the City's Director of Human Resources.

Employees shall be entitled to tuition reimbursement for undergraduate courses in pursuit of a BA or BS degree and graduate courses in pursuit of a Master's Degree. The amount for reimbursement shall be a maximum of \$4,000 annually.

ARTICLE 13. RETIREMENT/PERS

A. For employees hired by the City before August 26, 2012, the City's contract with the Public Employees' Retirement System (PERS) provides for the following benefits to the extent provided by the Public Employee Retirement Law ("PERL"):

- 3.0% @ 50 retirement formula (GC 21362.2)
- Death Benefits — Basic Level (GC 21532)
- 1959 Survivor's Benefits (Level IV) (GC 21574)
- Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor (GC 21551)
- PERS unused sick leave credit option (GC 20965)
- Single highest year coverage (GC 20042)
- Military service credit as public service (GC 21024)
- Employee Sharing Cost of Additional Benefits (GC 20516)

Subject to the agreement in advance by all bargaining agents representing employees classified by PERS as Fire Safety, the City will amend its contract with CalPERS to provide new hires (as described below) with the following PERS retirement features:

- 3.0% @ 55 retirement formula (GC 21363.1)
- Death benefits — Basic Level (GC 21532)
- 1959 Survivor's benefit (Level IV) (GC 21574)
- Continuation of Pre-Death Retirement Death Benefits After Remarriage of Survivor (GC 21551)
- PERS unused sick leave credit option (GC 20965)
- Three Year Average (GC 20037)
- Military service credit as public service (GC 21024)

The foregoing benefits apply to employees hired on or after the effective date (August 26, 2012) on which the City PERS contract amendment providing such benefit takes effect and will apply to the extent provided by PERS and the PERL.

- A. The employee contribution rate shall be 11.25%. Effective in the first full pay period upon Council adoption, the employee will pay an additional 2.5% of pensionable wages to fund the Classic employee contribution for a total of 9.25%, and an additional 1% beginning the first full pay period in July 2019 and July 2020.

At the end of the contract the total employee contribution will be 11.25%.

- B. Employer paid member contribution (EPMC) is reported to PERS as salary for PERS retirement purposes only
- C. Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

ARTICLE 14. LIGHT DUTY

Light duty may be provided for employees who are unable to work due to injury or illness from either industrial or non-industrial causation. Further, workers' compensation law and disability plans provide that an employee is not entitled to temporary disability benefits if suitable light duty work is available. The basic principles are as follows:

- The employee is temporarily not able to resume full duty, but is capable of performing some work duties.
- The employer may develop a light duty work assignment commensurate with the employee's temporary work restriction.
- If the employer is unable to offer light duty work, the employee is entitled to continued temporary disability benefits until the employee is able to resume normal duties, or is permanent and stationary, whichever is earlier.
- If the employee declines suitable light duty work, the employee is no longer entitled to temporary disability benefits.

It is the City's policy to temporarily provide light or modified duty work assignments, when possible to all injured employees until they can return to full work status. However, the City is under no obligation to provide light or modified duty if there is none available.

A physician may return an injured employee to duty with work restrictions prior to releasing the employee to his/her regular full work duties. It is important that the treating physician understand the physical job demands of the injured worker in order to prescribe the proper work restrictions. The City must communicate to the treating physician the essential functions of the job classification so that necessary work restrictions may be determined. Risk Management consults with the physicians to provide this information on an as needed basis.

A "light duty" assignment is made when an employee's work restriction (s) can be temporarily accommodated within his/her normal duties. A "modified duty" assignment is made when an employee's work restriction(s) is considered to be permanent and their position duties are accommodated to allow for the work restriction.

Under this policy, Supervisors have the added responsibility to ensure that any and all work restrictions specified by the treating physician are rigidly adhered to and enforced during the period of light or modified duty assignment, and employees are required to adhere to the work restrictions.

Light and/or modified duty assignments shall be considered flexible and adaptable to meeting the particular needs of both the disabled employee and the department. This may include assignments of less than eight (8) hours a day, frequent breaks, the use of modified work stations, and so forth. Each situation will be evaluated on an as-needed basis. The assignment of a light or modified duty position shall not be considered a permanent job placement.

If an employee is released by his or her treating physician to light or modified duty, Risk Management follows up with the department to determine whether the employee can be returned to work in a light duty mode. If the department does not have a light or modified duty assignment for the employee, the employee receives temporary disability payments for industrial injury or illness, and may be eligible for short term disability benefits for non-industrial injury. The City may assign employees to light duty work in other departments or divisions provided that the work duties are appropriate for the skills of the employee and the work restrictions.

ARTICLE 15. GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is defined as an allegation by the Association or an individual covered by the Memorandum of Understanding (MOU) that the City has violated: (a) an express term of the MOU; (b) a written personnel rule or regulation in the City; or, (c) an established City policy governing personnel practices or working conditions.

B. Purpose

It is the intent of the parties to deal with and settle grievances informally, promptly and fairly, and at the nearest practical organizational level.

C. Process

In any instance of a grievance, the employee or employees concerned shall first make efforts to resolve such grievance informally with their immediate supervisor within twenty (20) calendar days following the occurrence of the events on which the grievance is based.

1. First Step

If a mutually satisfactory solution of a grievance is not reached after informal discussion with the immediate supervisor then the aggrieved party shall submit a formal written grievance to the immediate supervisor within five (5) working days. The immediate supervisor must submit a written response within five (5) working days.

2. Second Step

If the grievant is not satisfied with the supervisor's response, the grievant(s) may advance the grievance to the second level supervisor within five (5) working days. The second level supervisor shall consider the matter and submit a written response within five (5) working days after receiving the grievance.

3. Third Step

If the grievant is not satisfied with the second level supervisor's response, the grievant may advance the grievance to the Fire Chief within five (5) working days after receiving the second level supervisor's response. The Fire Chief shall consider the matter and submit a written response within five (5) working days after receiving the grievance.

4. Fourth Step

If the grievant is not satisfied with the Fire Chief's response, the grievant may advance the grievance to the City Manager within five (5) working days after receiving the Fire Chiefs response. The City Manager (or designate) shall consider the matter, and may hold a hearing at his/her discretion and submit a written response within ten (10) days after receiving the grievance. The decision of the City Manager shall be final.

D. General Provisions

1. Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances, a single "class grievance" may be filed by employees who are within a single department. The City also reserves the right to consolidate responses to such grievances.

2. Requirements for Written Grievances

Grievances must contain the following information in order to be considered: (a) the grievant's name, signature and classification; (b) a list of those specific policies or MOU provisions alleged to have been violated; (c) a statement of the facts and circumstances supporting the grievances; (d) a description of all relief requested; and (e) the address where the grievant wishes the grievance to be postmarked.

3. Receipt of Grievance

A grievance shall be considered "received" within five (5) days of being postmarked to the address specified by the grievant.

4. Time Limitations

Any time limit or stage of procedure specified in this section may be waived or modified upon the written consent of all parties involved. If a grievant fails to advance the grievance to the next step, as specified in this procedure, the grievance shall be considered withdrawn. If the City fails to respond within the time specified in this procedure, the grievance shall be considered advanced to the next step.

5. Scheduling

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance. Whenever reasonably feasible, grievances shall be handled during the regularly scheduled working day hours of the parties involved, and at a mutually convenient time for all affected parties.

6. Advances

With the written consent of the City, grievances may be submitted directly at Step 3 or 4 of the grievance procedure.

ARTICLE 16. DISCIPLINE PROCEDURE

The following discipline and administrative appeal procedure is adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act ("Act"). It is intended to be interpreted and applied consistent with the Act. This procedure does not apply to any employee who has not completed the established probationary period.

A. Definitions

1. For purposes of this procedure, the term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief. The classifications of employees who are firefighters include: Battalion Chief, Fire Marshall and Deputy Fire Chief.
2. The term "punitive action" means any action defined as such by Government Code § 3251(c). At the time this procedure was adopted, "punitive action" was defined to mean any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Punitive Action does not include counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other firefighter.
3. "Day" for purposes of this procedure shall refer to Monday through Friday working days, excluding City Holidays, of the party whose response or action is pending, except as otherwise indicated.

B. Notice Procedures

1. The immediate supervisor shall meet with an employee to discuss a proposed punitive or discipline action after notifying the employee in writing that such a meeting is being held for the purposes of ascertaining whether action is appropriate.

2. After any meeting held under paragraph B.1, the supervisor shall notify the employee of the proposed punitive or disciplinary action in writing containing at least the following:
 - a. A description of the action proposed to be taken;
 - b. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based;
 - c. A statement advising the employee of the right to respond, either verbally or in writing, to the proposed discipline; and
 - d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.
 - e. If the employee disagrees with the proposed disciplinary action, the employee may, within five (5) days of receiving the written notice, respond and/or appeal, as provided below.
- C. Appeal of a Punitive Action Not Involving Discharge, Demotion or Suspension of a Firefighter for More than One (1) Shift.

Pursuant to Government Code § 11445.20, the following informal hearing procedure will be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension greater than one (1) shift.

1. Notice of Appeal
Within five (5) days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief or his/her designee 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. The firefighter may waive the informal hearing provided under this Section C of Article 40 and request the Presiding Officer to issue a decision based on the written record.
2. Presiding Officer
In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager or designee shall be final and binding.

3. Burden of Proof

The Department shall bear the burden of proof at the hearing.

- a. If the action being appealed does not involve allegations of misconduct by the employee, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
- b. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving, 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.

4. Conduct of Hearing

- a. 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.
- b. The parties may present opening statements.
- c. The parties may present evidence through documents and testimony.
 - 1) Witnesses, if any, shall testify under oath.
 - 2) Subpoenas may be issued pursuant to Government Code §§ 11450.05 — 11450.50.
 - 3) The parties shall not be entitled to confront and cross-examine witnesses. The Presiding Officer may question or request clarification from any witness.
 - 4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
- d. Recording of the Hearing
The hearing may be recorded electronically, including recording by tape recorder. Upon mutual agreement the hearing will be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be borne equally by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

e. Representation

The firefighter, at his or her request, may be represented by an association representative or attorney at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter. The firefighter's choice of representative will only be limited as permitted by law.

f. Decision

The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, 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 time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

D. Response to a Proposed Disciplinary Action Involving Discharge, Demotion or Suspension for More than One (1) Shift.

1. Pre-Disciplinary Response

In those instances where the procedures in Government Code §§ 11400, et seq., are inapplicable, a firefighter may respond to a proposed disciplinary action to the Fire Chief or designee orally, in writing or both. If the firefighter requests a meeting to orally respond to the proposed discipline, the Fire Chief or his/her designee shall meet with the employee within ten (10) days of receiving the request.

2. Decision

The Fire Chief or his/her designee shall issue his/her decision in writing within ten (10) days of the later occurrence of (a) receipt of the employee's written response or (b) meeting with the employee to hear the employee's oral response to the proposed discipline. If the employee fails to timely respond either orally or in writing to the notice of proposed discipline, the employee will be deemed to have waived his/her right to respond to the proposed discipline. The Fire Chief or his/her designee shall issue a written decision regarding the proposed discipline, even if the employee fails to timely respond to the proposed discipline.

3. Post Disciplinary Appeal

If the decision of the Fire Chief or his/her designee is to proceed with disciplinary action involving discharge, demotion or suspension of a firefighter for more than one (1) shift, the discipline may be imposed not sooner than 48 hours after notifying the firefighter, subject to the right of appeal under Section E of this Article 40.

E. Appeal of a Disciplinary Decision Involving Discharge, Demotion or Suspension of Firefighter for More than One (1) Shift.

In those instances where the procedures in Government Code §§ 11400, et seq., are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation

The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

2. Administrative Law Judge

Except as otherwise mutually agreed, an administrative law judge will preside over and will hear the appeal case sitting alone, pursuant to Government Code § 11512 (a). The administrative law judge shall rule on the admission and exclusion of evidence and shall exercise all other powers relating to the conduct of the hearing.

3. Waiver of Administrative Law Judge

Pursuant to Government Code § 11445.40, the firefighter may waive use of an administrative law judge and elect to have the hearing conducted by a neutral hearing officer. The parties may mutually agree to a hearing officer or may select a hearing officer from a list of seven (7) potential hearing officers provided by the California State Mediation and Conciliation Service. If a list is secured, a coin flip will determine which party will strike the first name from the list and then the parties will alternate strike until only one name remains. That person shall be designated as the hearing officer. Except as otherwise mutually agreed, the hearing officer will preside over and hear the appeal case sitting alone.

4. Time and Place of Hearing

Pursuant to Government Code § 11508, unless otherwise mutually agreed, a hearing shall be conducted in the City of Fairfield, at an appropriate City facility.

5. Notice of the Hearing

Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

6. Expenses

Except as otherwise required by law, the fees and expenses of the hearing officer/administrative law judge and court reporter shall be borne equally by the parties. Other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other. A party requesting a transcript to the hearing shall bear the cost thereof.

7. City Manager's Decision

The hearing officer/administrative law judge shall make a recommendation to the City Manager or designee to sustain, modify, or reverse the disciplinary action, pursuant to Government Code § 11517(c). A copy of the recommendation will be given to the employee. The City Manager or designee may accept, reject or modify the recommendation of the hearing officer/administrative law judge. Such acceptance, rejection, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to Government Code § 11523.

ARTICLE 17. DRUG AND ALCOHOL TESTING

The parties will follow the City of Fairfield Reasonable Suspicion Drug and Alcohol Testing Policy and Procedure as specified for City of Fairfield employees.

ARTICLE 18. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Fire Chief and department managers may require employees covered by the Association to attend an EAP counseling session(s) during working hours. The purpose of the session(s) is to assist the employee in receiving advice about workplace issues.

ARTICLE 19. LAYOFF PROCEDURE

A. Statement of Intent

If it becomes necessary for the City to abolish any position, the employee holding such position or employment may be laid off or demoted. Such layoffs shall not be considered disciplinary actions for appeal purposes.

B. Notification

Employee to be laid off or demoted shall be given, whenever possible, at least thirty (30) calendar days prior written notice. In lieu of the thirty days written notice, the City may choose to give the laid off employee up to 30 days severance pay.

C. Vacancy and Demotion

Except as otherwise provided, whenever there is a reduction in the work force, the appointing authority shall first demote to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the re-employment list.

When the Director of Human Resources believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, skills and fitness for the work, the Director of Human Resources may prepare a written request to the City Manager to grant an exception to the order of layoff after consultation with representative of the recognized employee association.

An employee affected by the layoff shall have retreat rights to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status. For the purpose of this section, seniority includes all periods of full-time service at or above the classification level where the layoff is to occur.

D. Seniority

In order to retreat to a lower class an employee must request displacement action in writing to the Human Resources Department within five (5) business days of receipt of the notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

E. Employment Status

In each of the positions, employees shall be laid off according to employment status in the following order: temporary, provisional, probationary, and permanent.

Temporary, provisional, and probationary employees shall be laid off according to the needs of the service as determined by the appointing authority.

Employees shall be laid off in inverse order of seniority in City service.

F. Re-employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a re-employment list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class position before certification is made from the eligible list.

G. Duration of Re-employment List

Names of persons laid off shall be carried on a re-employment list for two (2) years, except that persons appointed to permanent position of the same level as that which laid off, shall, upon such appointments, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class shall be continued on the list for a higher position for two (2) years. All persons re-employed after one (1) year shall be required to serve a new probation period.

ARTICLE 20. NO STRIKE

The Association, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor Agreement, and during any period when the law prohibits strike activity, there will be no strike, work stoppage, concerted unauthorized absences, slow-down, or refusal to cross picket lines of any sort, and that the Association will not directly or indirectly encourage or condone such actions by unit employees.

Any bargaining unit member violating this provision shall be subject to disciplinary action, up to and including termination of employment.

This provision may be specifically enforced in any court of competent jurisdiction.

ARTICLE 21. MANAGEMENT RIGHTS

- A. The Association recognizes that the City retains, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's fire protection activities are conducted, managed, and administered, and the Association recognizes the exclusive rights of the City to establish and maintain Departmental rules and procedures for the administration of the Fire Department during the term of this Agreement, provided that such rules and procedures do not violate any of the specified express provisions herein.
- B. The City retains the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The City reserves the right to discipline or discharge employees for cause, subject to the City's discipline procedures. The City reserves the right to lay off personnel in accordance with the City's procedures, and as established in this MOU.
- E. The City shall determine work assignments, and establish methods and processes by which assignments are performed.
- F. The City shall have the right to transfer or reassign employees within the Fire Department in a manner most advantageous to the City.
- G. Except as otherwise specifically provided in this Agreement, the City retains unqualifiedly all rights and authority to which by law the City is entitled.
- H. The City shall have the authority to affect reorganization of the Fire Department.

- I. The Association recognizes that the City has rights and obligations in contracting for matters related to municipal operations. The right of contracting or subcontracting is vested exclusively in the City.
- J. The Association pledges cooperation to increasing Departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Fire Department shall be exclusively the right of the City unless otherwise provided by the express terms of this Agreement as permitted by law.

ARTICLE 22. EMPLOYEE AND ASSOCIATION RIGHTS

- A. The Association and covered employees shall have those rights conferred by the Meyers- Miliias-Brown Act, Government Code section 3500, et seq.
- B. Employees shall not have any formal punitive personnel action taken which will result in any loss of pay or benefits, unless the employee is notified in writing as to the reason or reasons thereof and given reasonable opportunity to respond. Nothing in this clause shall prevent the City from rejecting without cause an employee during probationary status.
- C. Formally recognized employee organizations may select not more than two (2) employee members of such organizations to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope or representation during regular work hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance of additional employee representatives with or without the loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee's representatives to the Municipal Employee Relations Officer at least three (3) calendar days in advance of such meetings. Provided further:
 - 1. that no organization representative, who is a City employee, shall leave his or her duty or work station without specific approval of the Department Head or other authorized City Management official;
 - 2. that any such meeting is subject to scheduling by City management in a manner consistent with operations and work schedules; and,
 - 3. nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances. No compensation shall be paid City employees for any meetings or related work conducted out of the normal working hours.

- D. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location during normal duty hours without the consent of the Department Head or the Municipal Employee Relations Officer. Such consent shall not be unreasonably withheld. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during normal business hours.

- E. Recognized employee organizations may, with prior approval of the Municipal Employee Relations Officer or Fire Chief, be granted use of the City facilities during off-duty hours for meetings of City employees provided such space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs and blackboards, is strictly prohibited, the presence of such other equipment in approved City facilities notwithstanding.

- F. Recognized employee organizations may use portions of City bulletin boards under the following conditions:

1. Prior to posting, all materials must receive the approval of the Department or Division head in charge of the departmental bulletin board. Should the department head not approve any item for posting, and if after discussing the matter with the employee organization representative a disagreement still remains, then the matter shall be referred to the Municipal Employee Relations Officer for determination.
2. All materials must be dated and must identify the organization that published same.
3. Unless special arrangements are made, materials posted must be removed thirty-one (31) days after publication date.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' material.
5. An employee organization that does not abide by these rules shall forfeit its right to have materials posted on city bulletin boards.

G. The parties recognize that a substantial body of statutory and case law has developed relative to the rights and obligations of an employer and the employees pursuant to the Meyers-Milias-Brown Act. It is agreed by both parties that each will be bound by applicable statutory and case law. It is also agreed in the interest of maintaining improved employer/employee relations, that each party will make a good faith effort to respect the rights of the other party at all times during the life of the Agreement.

ARTICLE 23 SEPARABILITY AND INTEGRATION

Except as specifically provided herein, if any article or provision of this Agreement, or any portion thereof is in conflict or inconsistent with applicable laws, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such article or provisions, or portion thereof shall be suspended and superseded by such applicable law and the remainder of such article, provision, or portion thereof of the Agreement shall not be affected thereby.

ARTICLE 24 RE-OPENER

The City will meet and confer with FFMA representatives, upon request, in the event that the City makes any changes in the FPFA agreement during the term of the FFMA agreement in any of the following MOU provisions: Wages; Health and Dental; PERS; Uniform Allowance; Life Insurance; Sick Leave; Vacation. Such requests to meet and confer must be made within the earlier of 30 calendar days following (1) the effective date of a covered change or (2) knowledge of a covered change by any officer, steward or representative of FFMA. An FPFA MOU change will not have an impact on the FFMA MOU, and will not be subject to the duty to meet and confer, if it does not reduce internal wage alignments below the agreed minimum as defined in Section 8. Wages, or result in less favorable benefits to FFMA members, as compared to FPFA, in the listed areas.

ARTICLE 25 ME TOO CLAUSE

The City will increase FFMA salary and/or benefits by the same amount as it negotiates any increases in wages and/or benefits for FPFA after the conclusion of the negotiations between the City and FFMA for this MOU. This "Me Too" provision therefore applies to increases to wages and/or benefits that the City negotiates with FPFA between the date that the City Council adopts this MOU and the date that the FFMA and the City begin negotiations for a successor MOU. The definition of salary and benefit are those items traditionally thought of at the bargaining table such as medical contributions, PERS contributions, time off, incentive pays, and salary increases. This Article does not apply to the changes in Retiree Health

Contributions and the \$750.00 per employee lump sum payment in the 2017-2021 FPFA MOU.

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
REACHED BETWEEN
THE REPRESENTATIVES OF THE CITY AND
THE FAIRFIELD FIRE MANAGERS' ASSOCIATION**


City of Fairfield



David J. Gassaway
Interim City Manager

11/7/22
Date

Fairfield Fire Managers' Association



John Sturdee
President

10-13-2022
Date