

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2604

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF HEALDSBURG

AND

THE HEALDSBURG FIREFIGHTERS ASSOCIATION

2021-2024

Table of Contents

I.Employee Representation.....	4
A. Recognition.....	4
B. Payroll Deduction of Dues	4
C. New Employee Orientation	5
D. Union Business	5
II.Management Rights	5
III.Wages	6
A.	6
B.	6
C.	6
D.	6
E. Payment Schedule.....	6
IV.Hours and Additional Compensation.....	6
A. Standard Work Period.....	6
B. Basic Rate of Pay	7
C. Overtime Pay	7
D. Callback Pay	7
E. Compensatory Time Off For 40-Hour Employees	7
F. Legal or Court Related Appearances	8
G. Working Out Of Classification	8
H. Training and Meetings	8
I. Longevity Plan.....	8
J. Education Incentive Pay	9
K. FTO Premium Pay	9
L. Hazardous Materials Scene Management Premium Pay	9
M. Bi-Lingual Incentive Pay	9
N. Prevention Incentive Pay	10
O. Mileage Allowance	10
P. Clothing Allowance	10
Q. Reimbursable Expenses	10
R. 40 To 56 Hour Paid Time Off Conversation.....	10
V.Employee Benefits.....	10
A. California Public Employees Retirement System (CalPERS)	11
B. Medical Insurance.....	11
C. Dental Insurance	12
D. Optical Insurance	12
E. Life Insurance	12
F. Long-Term Disability	12
G. Physical Fitness Program.....	12
VI.Leave and Time Off Provisions.....	12
A. Sick Leave.....	13

B. Family Sick Leave	14
C. Sick Leave Bonus	14
D. Medical Certificate.....	14
E. Unused Sick Leave	14
F. Election Upon Retirement with Respect to Unused Sick Leave Credit.....	14
G. Vacation	15
H. Holidays	16
I. Bereavement Leave.....	17
J. Jury Duty.....	17
K. Leave Without Pay.....	18
L. Shift Exchange.....	18
VII.General Employment.....	18
A. Vacancies and Promotions.....	18
B. Probation.....	18
C. Seniority.....	19
D. Personnel Reduction- Layoffs.....	19
E. Station Staffing	20
F. EMT Certification.....	20
G. Rules and Regulations.....	20
H. Outside Employment	20
VIII.Disciplinary Action	21
A. Notice of Intent	21
B. Grounds for Discipline.....	21
C. Procedures for Disciplinary Action.....	21
IX.Grievance Procedure	24
A. Eligibility to File a Grievance.....	24
B. Exclusions from the Grievance Procedure.....	24
C. Grievance Procedure.....	24
D. Representation	27
E. Waiver of Grievance.....	27
X.Miscellaneous.....	27
A. Savings Clause.....	27
B. Full Understanding Acknowledgment and Modification.....	27
C. Reopener	28

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HEALDSBURG AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2604**

This Memorandum of Understanding ("MOU") between the City of Healdsburg ("City") and International Association of Fire Fighters Local 2604 ("Union") is entered into. Except where expressly stated otherwise herein, the City and Union agree that the provisions of this MOU shall become effective on November 1, 2021 and shall expire on June 30, 2024.

PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, benefits and terms and conditions of employment between the City and the Union.

I. EMPLOYEE REPRESENTATION

A. RECOGNITION

The City recognizes the Union as the exclusive recognized employee organization for all employees of the Fire Department assigned to the classifications of Fire Fighter, Fire Engineer and Fire Captain.

B. PAYROLL DEDUCTION OF DUES

1. The City shall honor an employee's check-off authorization for dues and other Union-sponsored programs, which are certified in writing by the Union to the City.
2. Deductions for dues or other Union-sponsored program shall start the first full pay period after the City receives written certification of the authorization. The City shall rely on the Union's explanations in the certification provided by the Union, submitted by a representative of the Union who has authority to bind the Union must be received by the City from the Union at least thirty (30) calendar days prior to the change becoming effective. The change will be implemented by the City the first full pay period following the notice period.
3. The Union shall not provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
4. The Union shall indemnify the City for any claims made regarding such deductions.

Data Pertaining to Certified Deductions

The City shall provide the Union every pay period, on a regular ongoing basis, an electronic file containing the following information for each Bargaining Unit Member:

1. Full Name (first, middle, last, suffix)
2. Employee Number

3. Job Classification
4. Job Type (full-time, part-time, extra help, as needed)
5. Bargaining Unit
6. Scale/Step
7. Base Rate
8. Department
9. Division (subcode of the department)

C. NEW EMPLOYEE ORIENTATION

1. The City shall notify new employees represented by the Union that the Union is the recognized employee organization for the employee's classification. Within 3 days of hire into the bargaining unit, the Union shall have the opportunity to make a 30-minute presentation to each new employee.
2. The City shall notify the Union of a new employee hire at least ten (10) calendar days in advance, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable.
3. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.
4. One Union designee shall be granted 30 minutes City release time plus reasonable release time for necessary travel to present on the Union's behalf to any new employee.

D. UNION BUSINESS

Up to three members of the Union shall be allowed time off to attend meetings to meet and confer, negotiate and/or address union business. Meetings to conduct negotiations shall be mutually set by the City and the Union.

II. MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct and supervise its employees; determine schedules; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

III. WAGES

- A. Effective the first full pay period following City council approval, all classifications covered by this agreement shall receive a 3% cost of living adjustment.
- B. Effective July 1, 2022, all classifications covered by this agreement shall receive a cost of living adjustment equivalent to the percent change in the consumer price index for the period February of the prior year to February of the current year, as published by the Bureau of Labor Statistics (All item in San Francisco-Oakland-San Jose, CA, all urban consumers, not seasonally adjusted), not to be less than 1% or more than 4%, subject to ability to pay provision (D below).
- C. Effective July 1, 2023, all classifications covered by this agreement shall receive a cost of living adjustment equivalent to the percent change in the consumer price index for the period February of the prior year to February of the current year, as published by the Bureau of Labor Statistics (All item in San Francisco-Oakland-San Jose, CA, all urban consumers, not seasonally adjusted), not to be less than 1% or more than 4%, subject to ability to pay provision (D below).
 - a. In the event that Transient Occupancy Tax (TOT) and Sales Tax revenue remain above fiscal year 2019-2020 levels, the Fire Engineer Classification will receive a 5% salary increase on this date to adjust for salary compaction between the Fire Engineer and Firefighter position.
- D. During the term of this agreement, in the event Transient Occupancy Tax (“TOT”) and/or Sales Tax revenue declines below fiscal year 2019-20 levels, additional cost of living adjustments in subsequent years of the MOU shall be reduced by 50% until such time as revenue recovers to fiscal year 2019-20 revenue levels.

E. PAYMENT SCHEDULE

City and Union agree that employees shall be paid bi-weekly, every other Thursday, unless mutually agreed by the City and Union. Compensation for the 14-day cycle shall include any overtime premium pay as required per Fair Labor Standards Act ("FLSA") regulations and this MOU.

IV. HOURS AND ADDITIONAL COMPENSATION

A. STANDARD WORK PERIOD

Permanent personnel assigned to rotating shifts for the performance of suppression activities shall work 24 hour shifts and the standard work week period shall be 56 hours based on a 14-day cycle containing an average of 112 hours. The rotating shifts work schedule shall consist of two (2) twenty-four (24) hour on-duty shifts within six- (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
O = 24 hour off-duty period

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Permanent personnel assigned to day shift for the performance of suppression and/or prevention activities shall work 40 hours per week and the standard work week period shall be 40 hours based on a 14-day cycle containing 80 hours. This standard work shift may be altered at the discretion of the Fire Chief in order to meet operational and emergency staffing needs.

Any change in shift assignment between the 56 hour and 40 hour work week is subject to approval by both the Fire Chief and the Union.

B. BASIC RATE OF PAY

The Basic Rate of Pay shall mean the salary classification, range and step to which an employee is assigned. The Basic Rate of Pay shall equal the annual salary divided by 2912 hours for employees working a 56-hour work week and 2080 hours for employees working a 40 hour work week. This method of calculation shall also be used in computing sick leave payoff benefits when employees are separated by retirement or death.

C. OVERTIME PAY

Overtime pay shall be earned at one and one-half (1.5) times the basic rate of pay. Employees shall receive one (1) hour of overtime for each hour worked; fractions of one our shall be compensated in fifteen (15) minute increments.

Employees assigned to a 40 hour work week shall accrue overtime at the appropriate 40 hour work week overtime hourly rate for time worked in excess of 9 hours for a 9/80 schedule, and 10 hours for a 4/10 schedule.

D. CALLBACK PAY

Employees who are called back to work for the purposes of meeting minimum manpower requirements, special assignments or select tone or general tone emergencies shall be compensated for a minimum of two (2) hours at one and one-half (1.5) times the basic rate of pay.

E. COMPENSATORY TIME OFF FOR 40-HOUR EMPLOYEES

Employees may, at their option, receive pay for such overtime hours or may accumulate compensating time at the rate of time and one-half (1 ½), subject to the following:

- a. Employees may accrue unlimited compensation time; however, the amount of compensation time-off shall be limited to 80 hours per calendar year.

- b. Comp time shall not be accrued from one year to the next. Employees will be paid for any accumulated but unused comp time balance on the first pay period in January.
- c. The use of comp time, actual time off work, must receive prior approval of the supervisor/department head.

F. LEGAL OR COURT RELATED APPEARANCES

Employees subpoenaed as the result of any on-duty incidents, and required to appear before any court or legal related hearing on or during off-duty days shall be compensated for a minimum of 3 hours at the rate of one and one-half (1.5) times the basic rate of pay. The 3-hour minimum shall apply only once per 24-hour period.

G. WORKING OUT OF CLASSIFICATION

Firefighters assigned to work in the role of Acting Fire Engineer or Acting Fire Captain shall be compensated with a 5% increase in basic rate of pay.

Fire Engineers assigned to work in the role of Acting Fire Captain shall be compensated with a 5% increase in basic rate of pay. Shifts not covered by a permanent employee shall qualify for the compensation pay.

Fire Captains assigned to work in the role of acting fire chief for a period no more than one week shall be compensated with a 5% increase in basic rate of pay during any scheduled work shift.

Fire Captains assigned to work in the role of acting fire chief for a period exceeding one week shall be placed on a regular schedule of Monday thru Friday from 8 a.m. - 5 p.m., and shall be compensated at a rate equal to the hourly equivalent of the first step (Step A) of the fire chief pay range.

H. TRAINING AND MEETINGS

In the event the Fire Chief requires employees to attend special training programs, off duty personnel shall be compensated for a minimum of 1 hour at a rate of one and one-half (1.5) times the basic rate of pay.

I. LONGEVITY PLAN

Employees shall be eligible to receive longevity pay set forth herein upon the satisfactory completion of a minimum of five (5) continual years of full-time service with the City.

The effective date of a longevity pay increase shall be the beginning of the pay period following the date of eligibility.

Any employee shall receive such pay in addition to his/her basic rate of pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Merit Pay Rate</u>
5 years	2%
10 years	3%
15 years	4%
20 years	5%
25 years	6%

J. EDUCATION INCENTIVE PAY

Employees who have obtained a two-year degree, or 60 semester units, or possess certification or complete the coursework to receive a task book for California Fire Service Training and Education System (CFSTES) Company Officer Certification shall receive 2% incentive pay in addition to the basic rate of pay.

Employees who have obtained a four-year degree, or 120 semester units, or possess certification or complete the coursework to receive a task book for California Fire Service Training and Education System (CFSTES) Chief Fire Officer Certification shall receive 3% incentive pay in addition to the basic rate of pay.

The Education incentive program is limited to a career maximum of 5%.

K. FTO PREMIUM PAY

Employees (max of two per event) shall receive one (1) hour of overtime for instructing scheduled reserve firefighter drills while on duty.

L. HAZARDOUS MATERIALS SCENE MANAGEMENT PREMIUM PAY

Any employee who is certified to act as a Hazardous Materials Scene Manager shall receive 2% pay in addition to the basic rate of pay. This special certification does not fall within the State Certification incentive program cap.

M. BI-LINGUAL INCENTIVE PAY

Any Employee who is certified bilingual in Spanish shall receive additional compensation at the rate of \$150 per calendar month. Any employee who is certified fluent in Spanish shall receive additional compensation at a rate of \$200 per calendar month. For purposes of payroll, bilingual incentive will be paid at an hourly rate.

Bilingual is defined as being able to understand and speak the Spanish language. Fluent is defined as being able to understand, speak, read, and write in this Spanish language. Qualification for this extra compensation must be proved by certification.

Employees receiving bilingual incentive pay may be tested for recertification on an annual basis provided, however, that no employee shall be eligible for recertification while on disability leave, sick leave, or limited duty status and payment of such bilingual incentive compensation will not be resumed until the employee returns to full-time duty.

N. PREVENTION INCENTIVE PAY

The City shall provide Prevention Incentive Pay, equal to additional five percent (5%) on top of his/her basic rate of pay, to the employees represented by the Union, whom possess and maintains the Fire Inspector II and Plans Examiner certifications.

O. MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business shall be reimbursed at the maximum mileage reimbursement rate allowed by the IRS.

P. CLOTHING ALLOWANCE

The City shall provide the uniforms for employees as specified in the Fire Department Uniform Policy.

The City will replace or repair items of clothing damaged while on duty, but only those articles worn in accordance with the Uniform Specifications.

No replacement will be made if such damage is caused by negligence on the part of the employee as determined by the Chief. In the event the Chief refuses to replace any damaged clothing, the Chief shall so inform the employee in writing as to the reason why.

The City's laundry facilities shall be made available to fire department personnel.

Q. REIMBURSABLE EXPENSES

IAFF members shall be eligible for reimbursements not to exceed \$200 per fiscal year for the purchase of employment related expenses.

R. 40 TO 56 HOUR PAID TIME OFF CONVERSION

Vacation and sick leave (PTO) totals for 40 hour employees temporarily assigned to a 56 hour work week shall be converted using: (total hours x 1.4 = 56 hour PTO total). PTO accrual rates for 56-hour employees returning to 40 hour shall be converted using: (total hours/1.4 - 40 hour PTO total).

V. EMPLOYEE BENEFITS

City and Union agree employees shall receive the following benefits:

A. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)

The City shall continue to contract with the California Public Employees Retirement System (CalPERS) for retirement benefits. Employees in classifications represented by Union are designated "safety" members by PERS.

For safety employees in classifications represented by Union and hired prior to the effective date of the CalPERS amendment establishing a second tier pension plan, the retirement formula will be 3% at 50. The second tier benefit is 2% at 50.

Sworn classic employees in classifications represented by the IAFF shall contribute a total of 12% to PERS. The employee contribution is made by a pre-tax payroll deduction.

For safety employees in classifications represented by Union and hired prior to the effective date of the CalPERS amendment establishing a second tier pension plan, the City shall maintain additional CalPERS benefits as follows: 1) "1959 Survivor Benefits" for which employee shall pay \$.93 per bi-weekly pay period; 2) Post Retirement Survivor Allowance; 3) One Year Final Compensation; and 4) Credit for Unused Sick Leave.

For safety employees hired on or after the effective date of the CalPERS amendment establishing a second tier pension plan, the retirement formula will be 2% at 50. Retirement benefits will be calculated using the average income of the three highest years. Employees will pay the 12% employee contribution to CalPERS. The employee contribution is made by a pre-tax payroll deduction.

PEPRA. The Public Employees' Pension Reform Act of 2013 (PEPRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. The City and IAFF agree to implement all PEPRA provisions, and all applicable amendments thereto. Effective January 1, 2013 all employees defined by PEPRA as "New members" shall pay 50% of the total normal cost for the new Safety PERS pension formula of 2.7@57, actual employee contribution determined by PERS (on a pre-tax payroll deduction), with a three year final compensation period.

B. MEDICAL INSURANCE

The City's contribution toward health insurance shall be a dollar amount up to 100% of the lowest cost medical plan, not including Sutter ML29, by premium category. For those employees that select a more expensive medical plan, the difference between the City's contribution and the actual premium of the plan selected, shall be paid by the employee on a pre-tax basis.

Payments for medical insurance premiums shall be made on a pre-tax basis. IAFF employees opting out of the City paid medical plan shall receive a monthly stipend of \$477 per month.

C. DENTAL INSURANCE

Permanent, full-time employees shall be eligible to participate in a group dental plan where the City shall pay 100% of the actual premium. Such group dental plan shall cover 100% preventive dental, 80% general maintenance and 50% prosthodontics. City shall pay any increased dental insurance premium costs that may be incurred during the term of this MOU.

D. OPTICAL INSURANCE

Permanent, full-time employees shall be eligible to participate in a group vision plan where the City shall pay 100% of the actual premium. Inasmuch as vision care is included in the Kaiser health program, for those employees enrolled in the Kaiser Health Plan, the City shall pay an amount equal to the Blue Cross plan plus the cost of the group vision care insurance premium.

E. LIFE INSURANCE

The City shall pay the premium for a \$100,000 life insurance policy for employees covered under this MOU. The City agrees to pay any premium increases for the duration of this MOU.

F. LONG-TERM DISABILITY

The City shall pay the monthly premium for a long-term disability insurance plan for employees covered under this MOU. Terms of the insurance shall include, but not be limited to the following: 1) Amount of Insurance: 67% of monthly salary for a maximum of \$10,000 per month; 2) Elimination Period: benefits shall commence on the 91st day of continuous disability; and 3) Integration of Benefits.

G. PHYSICAL FITNESS PROGRAM

Union employees shall participate in a Firefighter's Skill and Physical Fitness Program that shall include three components as outlined below:

1. A skills proficiency test administered on an annual basis and conforming to the Healdsburg Fire Department Annual Testing Program.
2. An annual physical examination conducted by the City physician and paid for by the City to provide confidential individual fitness assessments.
3. A physical training program with reasonable time to participate on a per shift basis.

VI. LEAVE AND TIME OFF PROVISIONS

In order to be eligible for paid leaves of absence as outlined in this MOU, an employee shall be a full-time employee and either a regular appointee or probationary appointee.

Leaves of absence may be granted by the City, and shall not exceed six (6) months. Inability to return to work after an employee's sick leave has been exhausted shall be considered as an urgent and substantial reason and in such cases a leave of absence shall be granted. Medical leave shall be granted in accordance with federal and state law.

A leave of absence shall commence on and include the first workday on which the employee is absent without pay and terminates with and includes the workday preceding the day the employee returns to work.

All applications for leave of absence shall be made in writing and the approval shall be in writing. The conditions under which an employee shall be restored to employment on the termination of the leave of absence shall be clearly stated by the City in conjunction with the granting of the leave of absence. An employee's status as a regular employee shall not be impaired by such leave of absence. If an employee fails to return immediately on the termination of his/her leave of absence or if he/she accepts other employment while on leave without consent of the City, he/she shall forfeit the leave of absence and terminate his/her employment with the City.

A. SICK LEAVE

1. Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty illness or disability shall not be charged to the accumulative sick leave of the employee. Employees shall accrue sick leave on a bi-weekly basis at the rate of 5.54 hours per pay period for employees working a 56 hour work week and 3.69 hours per pay period for employees working a 40 hour work week. Employees shall accumulate sick leave from the first day of employment. Sick leave shall be charged out to fire personnel on an hour-for hour basis.
2. Sick leave shall be allowed for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. For purposes of this Policy, "family member" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster sibling, parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; or a grandchild.
3. Sick leave shall be allowed for employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
4. Sick leave shall be allowed for employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual

assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

B. FAMILY SICK LEAVE

In cases of illness of a family member that is not covered by Section VI, subdivision (A) above, employees shall be entitled to use up to one-half of the employee's sick leave entitlement for the year to attend to the illness of a spouse, domestic partner, parent or child, in accordance with state law.

C. SICK LEAVE BONUS

Employees who work a full calendar year and do not use any sick leave during that calendar year shall be compensated at the basic hourly rate for one 24-hour shift for employees working a 56-hour work week and 8 hours for employees working a 40-hour workweek.

Employees who work a full calendar year and use one day or less of sick leave shall be compensated for 14 hours at the hourly rate.

D. MEDICAL CERTIFICATE

If an employee working a 56-hour work week misses three (3) consecutive shifts, or an employee working a 40-hour workweek misses three (3) consecutive days of work, the City may request employees to produce a certificate issued by a licensed practitioner or other satisfactory proof of illness before sick leave is granted. The City may also direct an employee to attend a physical examination by a City-retained licensed physician, at City expense, to ascertain whether the employee is fit to perform the duties of his/her position.

E. UNUSED SICK LEAVE

Upon completion of seven (7) years of satisfactory service with the City, and with the accumulation of at least 770 hours of sick leave, employees shall have the option to convert the dollar value of twenty-four (24) hours of sick leave at the basic time rate each year into a contribution to the employee's Post Employment Health Reimbursement Arrangement plan, provided the employee has used only one shift of sick leave during the prior fiscal year.

F. ELECTION UPON RETIREMENT WITH RESPECT TO UNUSED SICK LEAVE CREDIT

An employee who permanently is separated from service by retirement or death shall have 50% of any unused accumulation of sick leave, up to a maximum of 672 hours for less than thirty (30) years of City service and up to a maximum of 1,120 hours for thirty (30) years or more of City service, automatically converted by the employer into a dollar value based

on the employee's then existing salary (Unused Sick Leave Credit Value). The remaining 50% shall be converted to service credit for all employees.

1. Employee Elections:

The Unused Sick Leave Credit Value will be contributed by the employer to the employee's Post-Employment Health Reimbursement Arrangement (PHRA), Retirement Account, and/or CalPERS Service Credit based on the most recent written election of the employee that was provided to the employer for this purpose in a calendar year prior to the calendar year of retirement. Such written election (Election) must be made on a form provided by the employer and will have no effect unless made and delivered to the employer in a calendar year prior to the employee's retirement. All employee elections will be subject to the then applicable Internal Revenue Code or other applicable limits that apply to employer-initiated contributions to such plans. The employee's Election, once made, will become irrevocable for the succeeding calendar year, but may be changed on a timely basis with respect to future calendar years.

2. Plan Default

If at the time of an employee's retirement there is no employee election on file, 100% of the Unused Sick Leave Credit will be contributed by the City to CalPERS as an automatic sick leave conversion to service credit pursuant to pension contract with the City.

3. No Cash Out

The employee's Unused Sick Leave Credit Value may not be paid to the employee in cash or in the form of some other taxable benefit.

(Amended 2021)

G. VACATION

Employees shall accrue vacation as of the first date of full-time employment with the City, or the nearest pay period, whichever is earliest. For employees assigned to a 56-hour schedule, vacation shall be accrued based on the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Accrual</u>
0-5 years	5.54	144 (6 shifts)
6-10 years	7.39	192 (8 shifts)
11-15 years	9.23	240 (10 shifts)
16-20 years	10.15	264 (11 shifts)
21+ years	11.08	288 (12 shifts)

Employees assigned to the 56-hour shift and working less than one (1) year shall be credited with 4.62 hours of vacation for each bi-weekly pay period worked. Vacation leave for fire employees working 24-hour shifts shall be charged on an hour-for-hour basis.

Employees assigned to a 40-hour schedule shall accrue vacation time based on the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Accrual</u>
0-2 years	3.08	80 hours
3-5 years	3.69	96 hours
6-10 years	4.62	120 hours
11-15 years	5.77	150 hours
16-20 years	6.92	180 hours
21+ years	7.69	200 hours

An employee may defer some or all his/her vacation to the following year. However, in no event shall an employee accumulate vacation days greater than twice his/her annual accrual rate. Employees who have accrued vacation days equal to twice their annual accrual rate shall be paid at their basic rate of pay for every hour in excess of the limit.

All vacation requests are subject to the approval of the Fire Chief or his/her designee. Every effort shall be made to accommodate employee vacation requests provided the request does not adversely impact the Department.

H. HOLIDAYS

Permanent full-time employees assigned to a 56-hour work period shall be paid for thirteen (13) holidays per year in lieu of days off. Holiday pay shall be paid on the first payday in December each year. Until the first pay period in January 2022, Holidays shall be paid at the employee's regular hourly rate and shall be reported to PERS as part of payroll on behalf of the employees. The regular hourly rate shall be defined as the basic hourly rate plus incentive or specialty pay.

For permanent full-time employees assigned to a 56-hour work period, starting the first full pay period in January 2022, Holiday pay shall be paid for each of the thirteen (13) observed holidays in the pay period in which the holiday occurs. 56-hour employees will be required to key holiday pay along with their normal hours.

Employees assigned to a 56-hour workweek shall be paid for 12 hours per holiday at the regular hourly rate. Holiday pay shall be computed by using the following formula: regular hourly rate (bi-weekly rate plus incentive or specialty pay divided by 112 hours) multiplied by 12 hours, multiplied by the number of holidays for which individual employees are eligible to receive in-lieu pay.

Employees assigned to 40-hour workweek shall be paid to fully cover hours that the employee is scheduled - 9 hours holiday pay for 9-80 schedule, 10 hours holiday pay for 4-10 schedule.

The holiday pay amount will be factored into the regular rate of pay for FLSA overtime.

Recognized holidays are:

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1 st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Last Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24th
Christmas Day	December 25th
New Years' Eve Day	December 31 st

I. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted up to two (2) shifts off with pay. One additional shift of bereavement leave may be granted with cause upon approval of the Fire Chief. 40 hour per week employees shall be granted three (3) work days with approval of the chief. Two additional days of funeral leave may be granted with cause, upon approval of the chief. The time off shall not be subtracted from other accrued leave balances. Every effort will be made to schedule sick leave off for step-family, extended family, and other relatives for bereavement leave upon approval by the Chief.

1. Immediate family is defined as father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, wife, husband, child, stepchild, daughter-in-law, son-in-law, grandparents or grandchild. (Amended 3/2/21)
2. The City may require substantiating evidence supporting an employee's request for such leave with pay.

J. JURY DUTY

No deductions shall be made from the salary of any employee while the employee is on jury 'duty provided the employee shall reimburse the City any compensation received, less

any mileage and expense allowances received as a juror. Employees shall inform the Fire Chief of impending jury duty within forty-eight (48) hours of receipt of said order.

K. LEAVE WITHOUT PAY

An employee may be granted a leave of absence without pay upon recommendation of the Fire Chief and approval by the City Manager. Employees requesting a leave of absence without pay shall submit the request in writing and shall state the reason for the request and the anticipated beginning and ending dates of the leave. The City and Union agree to follow the terms and conditions as outlined in the City's Personnel Rules and Regulations pertaining to leave without pay. If the requested leave would qualify for FMLA leave, and the employee has FMLA leave available, FMLA leave will run concurrently with the leave without pay.

The City may fill the position with a temporary or provisional employee during the leave of absence or undertake any other appropriate measures to address workload needs.

L. SHIFT EXCHANGE

Employees shall have the right to exchange shifts except when the Fire Chief determines the exchange will interfere with the operation of the Fire Department. Such shift exchange shall have a scheduled payback period within one (1) year, subject to review by the Fire Chief.

VII. GENERAL EMPLOYMENT

A. VACANCIES AND PROMOTIONS

When a permanent vacancy occurs in any position, it shall be filled in accordance with the promotional policies set forth in the City of Healdsburg Personnel Rules and Regulations. The City shall fill vacancies as soon as possible in accordance with the standard hiring practices and time frames.

The City and Union agree that the minimum qualifications and performance standards for each classification represented by the Union shall be made available to all employees.

B. PROBATION

All original and promotional appointments shall be tentative and subject to a probationary period of not less than twelve (12) months of actual service from the date of the probationary appointment or promotion and may be extended by the City Manager or Fire Chief for a period not to exceed an additional six (6) months. The City shall prepare and give copies of an evaluation report to each probationary employee after the 3rd, 6th and 9th month of each probationary period.

1. The probationary period of an employee who is granted a leave of absence, maternity or other disability leave shall be extended by the duration of the leave from the position for which the probation is being served.
2. Newly appointed members who, in the determination of the Fire Chief, cannot successfully perform the duties of the position and/or fail to pass the required evaluation during the probationary period may be terminated without the right of appeal.
3. Newly promoted members who cannot successfully perform the duties of the position and/or fail to pass the required evaluation during the probationary period may be returned to their previous rank without the right of appeal.

C. SENIORITY

Seniority shall be defined as the total length of continuous service with the City as a permanent full time employee, calculated from the date of hire. In determining an employee's seniority, the continuity of his/her service shall be deemed to be broken by termination of employment by reason of: 1) resignation; 2) discharge for cause; 3) layoff for more than one (1) year; 4) failure to return to work immediately upon the expiration of a leave of absence or acceptance of other employment while on leave of absence; or 5) an absence of five (5) working days, unless leave of absence is obtained.

Continuity of service shall not be broken and seniority shall accrue when an employee: 1) is inducted, enlists or is called to active service in the armed forces of the United States or service in the Merchant Marines under any act of Congress which provides that the employee is entitled to re-employment rights; 2) is on duty with the National Guard; or 3) is absent due to layoff for a period of less than one (1) year.

D. PERSONNEL REDUCTION - LAYOFFS

Should the City Manager determine reductions in force to be necessary due to lack of work, reorganization or for financial reasons, he/she may initiate layoffs. In the event of layoffs, the City shall provide effected employees with as much notice as possible. In determining the order of layoffs, the following shall apply:

1. No regular employee shall be laid off from their position while a temporary, part-time or probationary employee is serving in the same classification.
2. Seniority is defined as all full-time service, in total, in classifications covered by this Memorandum of Understanding.
3. Once the City determines the classification in which the layoff shall take place, the employee with the least amount of seniority shall be laid off.

4. BUMPING is defined as the displacement of an employee from his/her position by an employee in a higher classification who has greater seniority. Employees exercising bumping rights do not need to have served in the classification to which they are bumping. Once there has been a determination as to the least senior employee, the employee being bumped may exercise bumping rights to the next lower classification, if any, based on seniority, otherwise the least senior employee shall be laid off. Employees exercising bumping rights must be able to perform the essential job functions and possess the minimum qualifications of the classification as specified by the job classification specification they are bumping to. The City shall notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Personnel Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification into which he/she intends to bump. Failure to provide such notification shall be deemed a waiver of bumping rights by the employee.
5. REINSTATEMENT FROM LAYOFF. Following layoff from a position or layoff from City employment, employees may be reinstated upon the recommendation of the Department Head, the concurrence of the Personnel Director, and the approval of the City Manager, to the position from which they were laid off, based on their qualifications, availability, and the needs of the City, pursuant to the Reinstatement Policy at Rule IV 4 of the City's Personnel Rules & Regulations.

E. STATION STAFFING

Routine staffing, is three (3) personnel on duty for each 24-hour shift, one of which shall be a 56-hour Fire Department employee. The Fire Chief may assign a 40- hour employee or a qualified reserve to a shift to satisfy the minimum manning requirement. One on duty employee must meet the Acting Captain requirement.

In the event of circumstances that preclude adherence to the routine staffing model, the City will meet and confer over the impact of any change to the staffing model, temporary or otherwise.

F. EMT CERTIFICATION

Employees covered under this MOU shall obtain and maintain an EMT certificate approved by the State of California Department of Public Health.

G. RULES AND REGULATIONS

The City and Union agree that employees shall comply with all Fire Department and City of Healdsburg Rules and Regulations. Any changes to these rules and regulations involving mandatory items of negotiation shall be subject to the meet and confer process.

H. OUTSIDE EMPLOYMENT

Employees who hold or wish to hold jobs outside their normal City employment shall make a request to engage in outside employment and submit the request to the City Manager through the Fire Chief. Outside employment shall not be permitted if it conflicts in any manner with the employee's duties and responsibilities with the City or is prohibited by law.

VIII. DISCIPLINARY ACTION

No employee shall be disciplined without cause. Disciplinary action shall be defined to include written reprimands, suspensions, demotions, reduction in pay and discharge. Disciplinary action more serious than a written reprimand must be initiated at the level of Fire Chief.

A. NOTICE OF INTENT

Whenever an employee faces disciplinary action, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

1. Notice of proposed action;
2. Reasons for proposed action;
3. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and
4. A notice to the employee of the right to respond in writing or orally within the five (5) working day period.

B. GROUNDS FOR DISCIPLINE

Good cause exists, not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee.

The City and Union agree to refer to the specific causes for disciplinary action against an employee as identified in the City's Personnel Rules and Regulations.

C. PROCEDURES FOR DISCIPLINARY ACTION

1. WRITTEN NOTICE/PRE-DISCIPLINE MEETING/FINAL ACTION

The City shall issue a written notice of discipline in compliance with Section VIII.A of this agreement. The City shall then follow the below procedures applicable to the level of discipline being proposed:

- a. **Written Reprimand.** In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be lodged in the employee's personnel file. Additionally, employees receiving discipline under this subsection may, within five days of receiving the notice of discipline, request an informal appeal pursuant to the Firefighters Procedural Bill of Rights Act and Government Code section 11445.20(b)(3), as outlined in Section VIII(C)(2)(a).
- b. **Punitive Discipline.** For a suspension, a reduction in pay, a demotion, or a termination, the City shall provide the employee an opportunity to respond to the proposed disciplinary action, either orally or in writing, within 5 days of the receipt of the notice of proposed discipline. If the employee chooses to respond orally, the Personnel Director shall designate a City official who shall convene a meeting to hear the employee's response.

For discipline under this subsection, the City shall issue a notice of intent to impose discipline describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing, before discipline is imposed. The City shall set the pre-discipline meeting approximately one (1) week from the date of the notice, unless a different time and date is set by mutual agreement. Employees shall be afforded appeal as per the Firefighters Procedural Bill of Rights Act.

The Personnel Director shall designate a City official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline. The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a particular representative to attend the meeting shall not be because requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the City.

Within 30 days but not less than 48 hours after the employee has been provided an opportunity to respond to the charges, the City shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal under either the informal or formal grievance procedure, as outlined below.

2. APPEAL OF DISCIPLINARY ACTION

- a. **Informal Hearing Procedure.** For discipline less severe than a suspension of 56 hours (i.e., shorter suspensions, written reprimands, transfers), or less than 40 hours for a firefighter working a 40-hour week, employees shall have the right to an informal appeal hearing challenging the Notice of Proposed Discipline. The informal hearing procedure does not involve pre-hearing discovery or cross-examination of witnesses. The presiding officer shall be a City official who was not involved in the decision to issue disciplinary action. The presiding officer shall

regulate the course of the proceeding and shall permit the parties to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence, and arguments, and may limit or eliminate the use of pleadings, intervention, discovery, preheating conferences, and rebuttal.

- b. **Formal Hearing Procedure.** For discipline that involves dismissal, demotion, suspension of 56 hours or more, or 40 hours or more for a firefighter working a 40 hour week, or reduction in salary, employees shall have the right to appeal from the final notice of discipline. (Gov. Code. Sec. 3254) The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.

The appeal shall be heard by an administrative law judge in compliance with the Firefighters Procedural Bill of Rights and the Administrative Procedure Act.

The costs of the hearing officer shall be borne by the City unless the Union has brought the appeal on the employee's behalf, in which case the cost of the hearing officer will be shared equally by the City and Union. Either party may request that the matter be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and make findings of fact and conclusions about the discipline. Within 30 days of the close of the hearing, the hearing officer shall serve a proposed decision on the City Manager and the employee. The hearing officer's decisions shall contain detailed findings of fact relating to the disciplinary charges. Within 100 days of receipt of the administrative law judge's proposed decision, the City will act in compliance with Government Code section 11517(c)(2) by either:

- i. Adopting the proposed decision in its entirety;
- ii. Reducing or otherwise mitigating the proposed penalty and adopting the balance of the proposed decision;
- iii. Making technical or other minor changes in the proposed decision and adopting it as the decision. Action by the agency under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision;
- iv. Rejecting the proposed decision and referring the case to the same administrative law judge if reasonably available, otherwise to another administrative law judge, to take additional evidence. If the case is referred to an administrative law judge pursuant to this subparagraph, he or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing.

A copy of the revised proposed decision shall be furnished to each party and his or her attorney as prescribed in this subdivision; or

- v. Rejecting the proposed decision, and deciding the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence in compliance with Government Code section 11517(c)((2)(E).

Firefighters are covered under the Firefighters Procedural Bill of Rights Act (Gov. Code. Sec.. 3250 - 3262).

The City will comply in all aspects of the Firefighters Procedural Bill of Rights Act (Gov. Code Sec. 3250 - 3262) and, to the extent any aspect of the discipline process described in Section VIII does not satisfy the requirements of the Act or needs to be supplemented by the requirements of the Act, the parties will comply with the requirements of the Act.

IX. GRIEVANCE PROCEDURE

The City and Union recognize that employees are entitled to full access of the Personnel Office, without recourse. The subject of any such visits shall be confidential.

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of: 1) the specific express terms of this MOU; or 2) a specific express term of the City Personnel Rules and Regulations.

A. ELIGIBILITY TO FILE A GRIEVANCE

Only full-time employees in regular non-probationary appointments who are adversely affected by an act or omission of the City are eligible to file a grievance.

B. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The following matters are excluded from the definition of a "grievance":

- a. Requests for changes in wages, hours, or working conditions, except those that result in a loss of employee's benefits as granted in any provision of this MOU; and
- b. Challenges to this grievance procedure.

C. GRIEVANCE PROCEDURE

The grievance procedure shall consist of the following steps:

1. INFORMAL GRIEVANCE PROCEDURE

A grievance must be filed within thirty (30) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall

result in denial of the grievance as null and void. Within ten (10) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

2. FORMAL GRIEVANCE PROCEDURE

a. First Level of Review

Any grievance not resolved by the Informal Grievance Procedure, may be submitted in writing by the grievant to his/her supervisor along with a copy to the Personnel Director, no later than ten (10) working days after the date of the supervisor's oral or written reply. A grievance may be submitted directly to the Personnel Director or, if the grievance started at a level above the supervisor or department, the grievance may be submitted at the higher level. The written grievance must contain the following information:

1. Name of grievant and job title;
2. Department/Section in which grievant works;
3. The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
4. The specific provision(s) of the Memorandum of Understanding, City Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
5. A list of the documents, witnesses or other evidence that support the grievance;
6. Desired solution or remedy;
7. Name of the grievant's representative, if any;
8. Signature of the grievant or representative and date signed.

Within 10 working days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within 10 working days after the meeting and shall file a copy with the Personnel Director. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

b. Second Level - Department Head Review

Any grievance not resolved at Level 1 may be submitted to the Department Head no later than 10 working days after the date of the supervisor's written reply. The grievant shall provide the Department Head with a copy of the Level 1 response. Within 10 working days thereafter, the Department Head shall schedule a meeting with the grievant to work at resolving the grievance. The Department Head shall give the grievant a written reply within 10 working days after the meeting and shall file a copy with the Personnel Director. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

c. Third Level - Assistant City Manager (Personnel Director) Review

Any grievance not resolved at Level 2 may be submitted to the Assistant City Manager no later than ten (10) working days after the date of the Department Head's written reply. The grievant shall provide the Assistant City Manager with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after receipt of the grievance and the Level 1 and Level 2 responses, the Assistant City Manager or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The Assistant City Manager shall give the grievant a written reply within 10 working days after the meeting. If the grievant is not satisfied with the response, he/she may proceed to Level 4.

d. Fourth Level - Arbitration

Any grievance not resolved at Level 3 may be submitted to the State Conciliation Service for advisory arbitration. The representative of the Conciliation Service shall be selected by the parties from a panel of three submitted by the State Conciliation service and each party shall have the right to challenge one name from the panel. The first challenge to be determined by lot and the remaining name shall be the advisory arbitrator. The decision of the arbitrator shall not be binding on either party but shall be advisory to the City Manager whose decision is considered final and binding.

- (a) Duties of the Arbitrator - Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Understanding applicable to the grievance. The arbitrator shall not add to, subtract from, modify or disregard any of the term or provisions of the agreement.

The provision for arbitration is not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Memorandum of Understanding or to revise, modify or alter, in any respect, any provision contained in the Memorandum.

- (b) Payment of Costs -Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. Either party shall have the right to a reporters' transcript of the hearing provided that this cost is borne by the party requesting. If the other party elects to utilize a copy of the transcript, the entire costs shall be divided equally. All fees and expenses of the arbitrator shall be borne one-half by the City and one-half by the grievant.

c. Fifth Level - City Manager Review

Any grievance not resolved at Level 4 may be submitted to the City Manager no later than ten (10) working days after the date of the Arbitrator's written reply. The grievant shall provide the City Manager with a copy of the Level 1, Level 2, Level 3 and Level 4 responses. Within ten (10) working days after receipt of the grievance

and the Level 1, 2, 3 and 4 responses, the City Manager or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The City Manager's decision shall be final and binding.

D. REPRESENTATION

The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform the Personnel Director whether he/she will be represented at any meeting regarding the grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

E. WAIVER OF GRIEVANCE

Failure by the grievant to appeal his/her grievance to the next step within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the City has granted an extension of time to a definite date. Failure by the City to respond to the grievance within any of the specified time lines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the City's discretion, result in the City's denial of the grievance.

X. MISCELLANEOUS

A. SAVINGS CLAUSE

If any provision of this MOU or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

B. FULL UNDERSTANDING ACKNOWLEDGEMENT AND MODIFICATION

This agreement sets forth the full and entire understanding of the City and the Union regarding the matters set forth herein. All other prior agreements by the City and Union, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that the City and Union have met and conferred in accordance with the obligations set forth in state law and the City's employee relations policy in reaching this agreement.

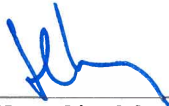
It is further agreed and understood that the City shall not implement any changes to any matter within the scope of representation as defined by the Meyers-Millias-Brown Act, as amended, that are not covered by this MOU without first having provided the Union with written notice of the proposed policy or course of action and offer to meet and confer to the proposal in accordance with state law and City policy.

C. REOPENER

If at any time during the term of this contract, City and the union representing any other group of employees agree to a reduced employee contribution to PERS, City agrees to reopen negotiations with Union to discuss same.

Approved by the City Council this 1st day of November, 2021.

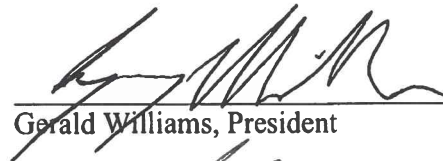
Designated Representative,
City of Healdsburg



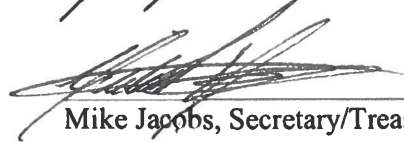
Jeffrey Kay, City Manager

Dated: 11-18-2021

Designated Representative, Healdsburg
Firefighters Association, Local 2604



Gerald Williams, President



Mike Jacobs, Secretary/Treasurer