MEMORANDUM OF UNDERSTANDING

Between the City of Tulare and Tulare City Professional Fire Fighters Association Non-Management Bargaining Group

July 1, 2015 through June 30, 2018

Approved by Council: February 2, 2016

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I. RECOGNITION

The City acknowledges the Tulare City Professional Fire Fighters Association as the recognized employee organization representing the sworn Non-Management employees in the Tulare Fire Department.

II. PURPOSE

It is the purpose of this Memorandum of Understanding, entered into pursuant to the Meyers-Milias-Brown Act of the California Government Code, Sections 3500 through 3510, to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum and to set forth the understandings of the parties reached as a result of good faith bargaining.

The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the City of Tulare and the Tulare City Professional Fire Fighters Association Non-Management Bargaining Group, upon ratification of the Tulare City Council.

III. NON-DISCRIMINATION

The City agrees to act pursuant to section 3502 of the Government Code relative to employee rights to representation. No employee shall be intimidated, coerced, restrained or unlawfully discriminated against because of the exercise of these rights. The provisions of the Memorandum shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, sex, national origin, political or religious affiliation.

IV. MAINTENANCE OF BENEFITS

The City and the Tulare City Professional Fire Fighters Association Non-Management Bargaining Group agree to meet and confer on any proposed changes to Title I, Chapter 14, Sections 1-13 of the City Code of Tulare, California and Resolution No 2537, Rules and Regulations for the Administration of the City of Tulare Merit Personnel System which may have a direct impact on employees represented by the Professional Fire Fighters Association Non-Management Bargaining Group within thirty (30) days upon written request of either party throughout the term of this Memorandum of Understanding.

The City of Tulare and the Tulare City Professional Fire Fighters Association Non-Management Bargaining Group have met and conferred on the following Administrative Policies: Sexual Harassment, Modified Light Duty, Substance Abuse and Family Care and Medical Leave.

V. CITY AUTHORITY

The City shall retain all legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include, among others: 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; direct employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel of which governmental; operations are to be concluded; take all necessary actions to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Participation by an employee in this bargaining unit in a strike or work stoppage is governed by California Labor Code section 1962. The Union and its members, officers and representatives agree that they will not cause or condone any strike, slow down, or sick out during the term of this Agreement.

VI. EMPLOYEE RIGHT TO REPRESENTATION

Any regular employee has the right to representation by a person of his/her choice at a proposed disciplinary proceeding and at meetings that may have a negative impact on the employee's employment relationship with the City of Tulare. If such a meeting is set, the employee shall be notified of same and of their rights under this section.

VII. AVAILABILITY OF RULES AND REGULATIONS

It shall continue to be the policy of the City to provide at least one current copy of Resolution No. 2537 (Rules and Regulations for the Administration of the City of Tulare Merit Personnel System) at each departmental or divisional office. A copy of said document shall be available and may be loaned to any employee who so requests. At these same locations, the City shall post information regarding job openings.

VIII. WORK ACCESS AND EMPLOYEE INFORMATION

The Union may have access to work locations for the posting of employee information, investigation of employee grievances, for representation of employees at grievance and disciplinary hearings and during non-work times for discussions with employees of issues and events when approved by the Personnel Officer. A reasonable number of locations for posting employee information shall be made available by the City. Copies of materials to be posted shall be sent to the Personnel Officer.

IX. NOTICE OF CHANGE OF WORK RULES

Except in cases of emergency when the City determines that it must act immediately, the City shall give the Union reasonable notice of any ordinance, rule, resolution or regulation affecting the Union or represented employees and directly relating to matters within the scope of representation proposed to be adopted by the City Council.

X. SALARY

Salary increases provided during the term of this Memorandum of Understanding shall be as follows:

A. 3% increase effective the second pay period in January 2016.
B. 3% increase effective the second pay period in January 2017.
C. 4.75% increase effective the first pay period in January 2018.
D. In addition to C above, the parties agree to meet and confer regarding salary during the 2017-2018 fiscal year.

In the future the following cities will be surveyed for total compensation comparisons: Manteca, Turlock, Hanford, Porterville, Visalia, and Merced.

XI. SEVERABILITY

If any provision of this agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

XII. RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations.

XIII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

Because the American with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City of Tulare to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Tulare City Professional Fire Fighters Association Non-Management Bargaining Group recognizes that the City of Tulare has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Tulare City Professional Fire Fighters Association will be notified of these proposed accommodations prior to implementation by the City of Tulare of any accommodation impacting the terms and conditions of employment of employees covered by this MOU.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

XIV. TERM

Unless specified otherwise herein, the provisions of the Memorandum of Understanding become effective July 1, **2015** and shall continue through and including June 30, **2018**. The parties agree to reopen the meet and confer process for further discussion on or after March 1, **2018**.

XV. COMPENSATION AND HOURS

A. APPLICATION OF SALARY RANGES AND RATES

1. Promotion

Any employee receiving a promotion shall start at the first step of the salary range of the class to which he/she is promoted and be eligible for merit increases as elsewhere provided, unless his/her present salary is equal to or exceeds the first step of the class to which he/she is promoted. In that event, the employee shall be assigned to the step in the salary range to which he/she is promoted that is the equivalent of approximately a 5 percent and not to be less than 4 percent increase in salary.

B. STANDARD WORK PERIODS

The standard work period for city employee shall be as follows:

1. Fire Department Non-Shift personnel or staff positions

   The standard work period for non-shift or staff positions represented by this bargaining unit shall be forty (40) hours per week.

2. Fire Department Shift Personnel

   The standard FLSA section 7(k) work period for shift personnel in the Fire Department shall be a 24-day work period based on a 48/96 work schedule which begins with the start of the A shift 48/96 schedule.

C. EXCEPTIONS TO STANDARD WORK PERIODS

The City Manager is hereby authorized to designate other work periods to other employees when, in his opinion, the best interests of the city may be served by such adjustment of standard work periods and hours. The procedure for making adjustments in the standard work period in hours shall be consistent with provisions of Section 3504.5 of the Government Code.

D. COMPUTATION OF SALARY

1. Salaries for all authorized city positions are set forth in the City Compensation Plan. Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.333 for non-shift employees and for twenty- four (24) hour shift employees the monthly salary shall be divided by 242.666 based on a 56 hour work week.

2. Employees who are on a regular pay status for 50 percent or more of the two week pay period will receive the FLSA adjustment of 6 hours from the 53 hours to the 56 hours as premium pay.

E. OVERTIME POLICY: DEFINITION

It is the policy of the City of Tulare that overtime work be kept to the minimum consistent with the protection of life, property and the efficient operation of the departments and activities of the city and that overtime work be compensated for with time off where practical. Overtime work shall be authorized only with the prior authorization of the department head or, in emergencies where prior department head authorization cannot be issued, first line supervisors may approve overtime. Overtime work for all eligible employees, shall be defined as any time worked beyond forty (40) hours in a standard work week for non-shift personnel, and any time worked in excess of the standard work period as defined in XVB. The use of vacation and holidays shall be included in the definition of time worked only if scheduled and approved during first and second round picks and or fourteen days in advance. In addition, sick leave for the use of bereavement time will count towards the overtime calculation. Those employees working mutual aid, strike team or recall of all personnel shall be allowed to count all leave banks as time worked for those events.

Employees who are on a regular pay status for 50 percent or more of the two week pay period will receive the FLSA adjustment of 6 hours from the 53 hours to the 56 hours as premium pay.

F. OVERTIME COMPENSATION:

1. General Provisions

Twenty-four (24) hour duty shift Fire Fighters, Fire Fighters/Paramedics and Fire Engineers shall be paid overtime at the rate of time and one-half their hourly rate of pay for hours worked in excess of regularly scheduled shifts. Said personnel shall receive a minimum of two (2) hours when called back to work or to attend a mandatory meeting.

Personnel will be compensated pursuant to the terms of this MOU "portal to portal" while in the course of their employment and away from their official duty

station while assigned to an emergency incident, in support of an emergency incident, or prepositioned for an emergency response. Personnel responding from off-duty to any emergency incident or to cover behind for any person responding to any emergency incident shall be compensated at the rate of time and one-half their hourly rate from time of dispatch to the time they are released or relieved from duty.

G. WORKING IN A HIGHER CLASSIFICATION OR OUT OF GRADE

1. Compensation for Position of Acting Captain or Engineer

When shift personnel of the Tulare Fire Department are required to serve in an acting position of Fire Captain or Fire Engineer for more than 8 hours, such ranks shall be compensated for at the rate of $20.00 per shift for the rank of Acting Engineer and $25.00 per shift for the rank of Acting Captain. Acting pay will be paid to one person per position per shift per station. Exception to include covering for sick leave, family sick, strike team and any other unforeseen circumstances that the city has generated. Such pay for acting positions shall be included on the employee's paycheck as overtime and paid in accordance with those procedures administered by the Finance Department.

2. Compensation for Apparatus Incentive Pay

Twenty-four (24) hour shift Firefighters, Fire Fighter/Paramedics required to drive or operate a piece of apparatus to an emergency call, shall be compensated in the amount of five dollars ($5.00) per shift. Only one Firefighter Fire Fighter/Paramedic is eligible per twenty-four (24) hour shift.

H. OVERTIME CONDITIONS: LOCAL PERIL OR DISASTER

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

I. DEDUCTIONS

Deductions from employees pay shall be made in accordance with prevailing laws, contracts and administrative rules and procedures established by the City Manager.

J. PAID HOLIDAYS

1. Regular Holidays for Pay Purposes

Effective July 1, 1977, with the exception hereinafter stated, holidays for all officers and employees of the public offices of the City of Tulare shall be as follows:

a. January 1 (New Year's Day)
b. The third Monday in January (effective 1994) (Martin Luther King, Jr.Birthday)
c. The third Monday in February (President's Day)
d. The last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. The first Monday in September (Labor Day)
g. November 11 (Veterans Day)
h. The fourth Thursday in November (Thanksgiving Day)
i. The day after Thanksgiving Day
j. December 25 (Christmas Day)
k. The employee's date of birth
l. Two days in lieu of September 9 (Admission Day) and the second Monday in October (Columbus Day), subject to the same rules and regulations as annual vacation leave and shall be credited to the employee as of July 1 for the current calendar year. Any new or reappointed employee whose appointment begins after July 1 of any year shall not be credited for the two in-lieu holidays until the following July 1. Any regular employee who is on a non-pay status July 1 shall be credited with the two in-lieu holidays immediately upon returning to a pay status.
m. Every day appointed by the President of the United States or the Governor of California for public fast, Thanksgiving, mourning or holidays as determined by the City Manager.

If any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday. If any of the foregoing holidays fall on an employee's normal day off, except Saturday or Sunday, they shall be credited to vacation.

2. Fire Shift Personnel

In return for the elimination of the holiday time off Fire shift personnel shall receive thirteen days (104 hours times 1.4 multiplier or 145.6 hours) of annual holiday time. In lieu of taking off eight (89.6 hours) of the thirteen days granted in holidays, each sworn fire shift personnel shall be paid for the eight days 44.8 hours the first paycheck in June and 44.8 hours the first paycheck in December. The remaining 56 hours (divided by 26 pay periods) shall be put into the employees Annual vacation leave bank.(amended by resolution 05-5244) (SEC. 610)

3. Paid Days in Lieu of Holidays at Termination

Sworn or regular employees of the Fire Department leaving municipal service with accrued pay days in lieu of holidays who give at least two weeks of notice of their intention to terminate shall be paid the amount of accrued days in lieu of holidays to the day of termination. Payment for accrued days in lieu of holidays shall be at the employee's current rate of pay. (amended by Resolution 2582)

K. COMPENSATION FOR WORK ON PAID HOLIDAYS

Non-Shift fire personnel and non-shift probationary employees assigned to work on holidays shall receive compensatory time off or overtime as recommended by the department head subject to the approval of the City Manager. All requests for overtime pay in lieu of compensatory time off shall be made by memorandum to the Fire Chief.

L. COMPENSATION DURING ATTENDANCE A TRAINING COURSE DURING VACATION, HOLIDAYS, DAY OFF

City employees should feel free to attend training courses that are available during their vacation, holidays or days off if they so desire, however, compensation for attendance for training courses held during days off, weekends, vacations or holidays will be authorized only where employees have been directed by the department head to attend such on the following basis:

1. Holidays (SEC. 421)

   Employees directed to attend training courses will be compensated as provided in Article XV.K. above.

2. Vacations

   Employees directed to attend training course held during their vacation days will be allowed to reschedule their vacation days.

3. Days Off or Off Duty Shifts (SEC. 412)

   Employees directed to attend training course on their days off or off duty shifts will be compensated as provided in Article XV.F above. Whenever an employee is out of the city for a number of days on a training course, such as one week seminars, etc., the regular working schedule has no relationship to working hours while in school or in seminars and no special compensation other than regular pay and attendance expenses will be authorized. Under unusual circumstances, deviation from the foregoing procedure may be warranted by department heads, however, only after receiving approval from the City Manager.

M. EDUCATION AND CERTIFICATION INCENTIVE PROGRAM

1. All regular, full-time, permanent employees shall be entitled to receive educational and certification incentive pay in the amounts set forth below in item 2, commencing with the first pay period following documentation of the award being turned into the Administrative Services Director. Documentation shall be considered the award or conferral by a community college or university transcripts (public or private recognized and accredited post- secondary educational institution) and/or the California State Fire Marshal's Office (CSFM). The maximum amount that any employee shall be eligible for is 5%.

   2% - CSFM Fire Officer Certficate
   1.5% - 30 Units of college coursework (20 units in Fire Sci/Paramedic/EMT)
   2.5% - 60 Units of college coursework (20 units in Fire Sci/Paramedic/EMT)
   5% - Bachelors Degree (with 20 units in Fire Sci/Paramedic/EMT)

2. Regular city employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their city jobs, such reimbursement shall be subject to administrative rules and procedures established by the Human Resources Division Effective July 1, 2009, tuition reimbursement will be capped at a maximum of two thousand five hundred dollars ($2,500.00) dollars per fiscal year per employee. ~~Effective July 1, 2010 Five hundred ($500.00) dollars of this maximum may be used for certain courses that benefit the city, but fall outside the normal requirements of the Tuition Reimbursement Program~~. This amount may be used to attend ~~CSFM State~~ Fire**, EMS, and other Training-approved courses included in the job description for unit members**. ~~that are not held in conjunction with a collegiate institution~~. Employees may use this money to attend Firehouse World and the Fresno Training Symposium, California Fire, EMS and Disaster Conference, California Conference of Arson, Investigators, National Registry Emergency Medical Technician/Paramedic Refresher courses. Travel and training at the National Fire Academy will be excluded from tuition reimbursement and the city will pay the cost of meals and cover an employee's time off for this training only. The city will arrange for the time off of an employee attending the NFA, any grant funded training, or any training that is mandatory by the Fire Chief. Unless otherwise provided above, courses which require overnight travel will not be included in this agreement, and will be approved based on the city's Overnight Travel and Training requirements. An employee must make his or her own arrangements for time off during any other training covered by this section.

The City agrees that is will be responsible for the cost of EMS re-certification; all training shall be done on the employees own time.

N. SICK LEAVE COMPENSATION

1. Upon Retirement

An employee having a minimum of ten (10) years of regular service with the City of Tulare shall be allowed the option of cashing out up to thirty (30) days (336 hours) and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average 12 months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

Employee's choosing not to elect city retiree health insurance can cash out up to sixty (60) days (672 hours). Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

O. COMPENSATION FOR FRACTIONS OF HOURS WORKED

Fractions of hours worked shall be compensated as follows:

0 - 7.5 minutes	no payment
7.5 - 22.5 minutes	.25 hour
22.5 - 37.5 minutes	.50 hour
37.5 - 52.5 minutes	.75 hour
52.5 - 60.0 minutes	1.00 hour

P. RETIREMENT COMPENSATION

1. All regular and regular part time employees are members of the Public Employees Retirement System. The employees and the city shall be subject to changes in the exact contributions and benefits, as determined by the system. The actual terms
of retirement benefits for miscellaneous members and local safety members shall be determined by retirement system contracts. (amended by Resolution 3740)

2. The city of Tulare has contracted with PERS for optional benefits. The coverage key reflects the following changes:

	Optional Benefit	Misc	Fire	Police
8.1	1 year final comp	12-14-1991	12-14-1991	12-14-1991
8.3	Sick leave credit	12-14-1991	12-14-1991	12-14-1991
8.4	1959 Survivor	03-21-1975	03-21-1975	03-21-1975
8.6	Military Service Credit 76	06-30-1997	no	no
8.21	2%@55 Ret formula	no	12-08-1984	12-08-1984
8.22	Inc 59 Survivor	07-04-1980	07-03-1980	07-03-1980
8.40	3%@55 Ret formula	no	01-01-2002	01-01-2002
8.44	2%@55 Ret formula	06-30-1997	no	no
8.48	4th level 1959 survivor benefit	11-06-1998	01-01-02	08-01-95
	2.7%@55 Ret formula	07-01-06	no	no
	3%@50 Ret formula	no	01-01-07	01-01-07
	2.5%@55 Ret formula (new employees hired on or after effective date)	07-03-10	No	no
	3%@55 Ret formula (new employees hired on or after effective date)	no	07-03-10	no

3. Employee share to Public Employee Retirement System (PERS)

   a. **Effective January 2018 bargaining unit employees hired on or after January 1, 2013 ("new employees") shall continue to pay 50 percent of the "normal cost rate," as defined in Government Code § 7522.30, of the CalPERS premium for said employees. "Classic employees," as that term is used by CalPERS, shall pay in addition to the 9% currently paid by said employees, an additional 3% of the CalPERS premium currently paid by the City, provided, however, that in the absence of a separate agreement to the contrary, "Classic employees" shall not pay more than 50% of the normal cost rate of the CalPERS premium for said employees.**

4. PERS SURVIVOR BENEFIT

   a. Non-Management Fire Personnel
   The City of Tulare shall maintain the PERS Survivor benefit at level IV, effective 7/1/00.

b. The Fire Department Sworn positions are part of a pooled group and receive the preretirement option 2W death benefit by being in the pool.

Q. BILINGUAL PAY

Sworn public safety personnel, up through and including the rank of Fire Battalion Chief, shall receive an incentive bonus of two per cent (2%) incentive bonus for certification as being bilingual in accordance with standards established by the Human Resources Manager insuring that the said employee is competent and proficient in the language certified. (09/90&09/93) A re- certification shall occur every 3 years. An employee not passing the re-certification shall not continue to receive the incentive bonus.

R. DEFERRED COMPENSATION

All regular employees may, at the employee's request, be included in a Deferred Compensation Plan whereby the employee may provide for the deferral of a specified amount of current income to be invested and the payment of such deferred amount and interest thereon to be made at a later date. Said Deferred Compensation Plan shall be subject to approval by the Internal Revenue Service. Implementation of the plan shall involve no cost or charge to the city.

S. UNIFORM ALLOWANCE

1. Regular Employees of the Fire Department

   Regular Sworn Fire personnel required to wear uniforms in the performance of their duties shall receive a uniform allowance of $900 per year. New employees of the Fire Department shall receive, upon initial employment, two pairs of pants, two shirts, one work jacket, one dress jacket, one dress pant, one pair of boots, one belt, and one cap. Any new or reappointed employee whose appointment begins prior to January 1 of any year shall be granted the allotment for uniform maintenance. If appointed or reappointed after January 1, he/she shall be granted uniform allowance the following year.

2. Additional Uniforms and Uniform Allowance Procedures

   Any additional uniforms needed shall be supplied at the employee's expense. The City Manager shall establish such regulations and procedures needed for the administration of the uniform allowance procedure.

T. Minimum Staffing

1. **Minimum staffing is necessary for the efficient operations of the City of Tulare Fire Department. The safety of citizens and suppression personnel is paramount, and its necessity dictates this portion of the policy. The City recognizes that all fire suppression resources will be staffed with a Fire Manager and each shift will be supervised by a Division Chief.**

2. **Minimum staffing must be maintained unless approval is granted by the Fire Chief before deviation from policy.**

3. **The minimum staffing for the City of Tulare Fire Department is as follows:**

- **Twelve (12) suppression personnel (based on 4 companies)**
  - **a. 5 personnel at Station #61**
  - **b. 3 personnel at Station #62**
  - **c. 3 personnel at Station #63**
  - **d. 1 Division Chief**

- **The minimum staffing must include (based on 4 companies)**
  - **a. 1 Division Chief**
  - **b. 4 Fire Captains**
  - **c. 4 Fire Engineers**
  - **d. 4 CCEMSA Licensed Paramedics (one of each of four companies)**
  - **e. Acting positions may be used to satisfy this requirement, but all personnel acting out of class must have completed the required training certification for the position as approved by Human Resources.**

- **Any apparatus responding as "first out" on emergency calls at a given station must be staffed with (at a minimum):**
  - **a. 1 Fire Captain**
  - **b. 1 Fire Engineer**
  - **c. 1 Firefighter/Paramedic**

- **Apparatus designated second out from Station #61 must be staffed with (at a minimum):**
  - **a. 1 Fire Captain**
  - **b. 1 Fire Engineer**

XVI. ANNUAL VACATION LEAVE

A. PURPOSE OF ANNUAL VACATION LEAVE

The purpose of an annual vacation is to allow an employee time to both mentally and physically refresh himself/herself in order that he/she be better able to carry out the duties of his/her position. To achieve this goal, it is the intention of the city to have the employee schedule a vacation for periods of at least one week.

B. ELIGIBILITY FOR ANNUAL VACATION LEAVE

1. Regular, Regular Part Time, Probationary and Temporary Employees

   All regular, probationary and temporary employees, upon the completion of six months of continuous service, shall be eligible for vacation leave. The amount of time available for an employee's vacation shall be accumulated

through the month immediately preceding the month in which the employee's vacation falls.

C. ACCRUAL OF ANNUAL VACATION LEAVE

Vacation leave shall be accrued and credited bi-weekly by all eligible employees who are on pay status for 50 per cent or more of that pay period. Those employees eligible for vacation as defined in XVI (B) shall accrue vacation at the following rates:

1. Annual Vacation Leave Accrual for Non-Management Fire Shift Personnel

   All employees with less than five complete years of service shall earn leave at the rate of 136 working hours per year. Upon the completion of six continuous years of service, the employee shall earn 147.2 working hours of vacation per year; in the same manner, 158.4 hours shall be earned for the seventh year; 170 for the eighth year; 181 for the ninth year; 192 for the tenth year; 214 for the fifteen year; for a maximum of 214 hours per year thereafter. (amended by Resolution 3228)

D. ACCUMULATION OF ANNUAL VACATION LEAVE

1. Regular, Regular Part Time and Temporary Employees

   Employees may carry over a maximum accumulation of one year's annual vacation leave and one year's annual fire holiday leave, for a maximum credit of two years annual leave. If vacation is denied due to a city related emergency, such vacation and holiday leave may be carried over into the following year, if necessary.

   New fire fighters, fire fighter/paramedics hired on or after July 1, 2005 may carry over a maximum accumulation of six months annual vacation leave and six months of fire holiday, for a maximum credit of one and a half years annual leave. If vacation is denied due to a city related emergency, such vacation may be carried over into the following year, if necessary. (added by resolution 05-5244)

E. SCHEDULING OF VACATION LEAVE

An employee's vacation shall be, as much as possible, scheduled for the employee's convenience, however, vacation shall be scheduled by department heads so as not to interfere seriously with or impair departmental efficiency.

Fire Department Scheduling

For definition purposes suppression personnel shall include the following ranks in the Fire department: Division Chief; Captain; Engineer, and Firefighter/Paramedic

1. Unless otherwise modified by the Fire Chief, personnel shall make their first vacation selections according to the following time lines:

   Division Chiefs - by December 1
   Captains - by December 5
   Engineers - by December 10
   Firefighter/Paramedic - by December 15

2. Unless otherwise modified by the Fire Chief, personnel shall make their second vacation selections according to the following time lines:

   Division Chiefs - by December 18
   Captains - by December 23
   Engineers – by December 31
   Firefighter/Paramedic - by January 5

   Personnel not scheduling vacations within the stated time-lines forfeit their seniority and must wait until ALL personnel on their shift have completed their selection before re-consideration.
   Two suppression personnel shall be allowed to be on vacation at any one time. Following the initial vacation requesting period, All vacation requests not already approved 14 days or less prior to a special event may be blocked to aid in the scheduling of the coverage for that special event.

   After the initial vacation picks have been completed - Any additional vacation requests must be submitted at least sixteen (16) hours prior to the start of the requested shift but no more than 60 days in advance. (For the 48/96 schedule the first twenty-four hours will be considered as the first shift and the second 24 hours will be considered the second shift) Employees will be allowed, upon the approval of their Division Chief, up to three (3) hours of unscheduled vacation leave during their shift. After three (3) hours, any additional time will be taken as Family Medical Leave. (added by resolution 05-5244)

F. WORKING DURING ANNUAL VACATION LEAVE

The city shall discourage any employee from working for another employer during his/her annual vacation. At no time will an employee be permitted to work for the city during his/her vacation and receive double compensation.

G. HOLIDAYS WITHIN VACATION LEAVE

When a recognized city holiday falls within an employee's vacation for which he/she normally would have been excused from work, that day shall not be charged as a day of annual vacation.

H. ILLNESS WITHIN VACATION LEAVE

If an employee becomes ill or injured during his/her annual vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged as annual vacation but shall be charged as sick leave.

I. PAYMENT OF ANNUAL LEAVE UPON TERMINATION

Employees who terminate employment shall be paid for any accrued vacation. Payment for accrued vacation upon termination shall be at the employee's current rate of pay.

J. EFFECT OF EXTENDED MILITARY LEAVE

An employee who interrupts his/her service to the city because of an extended military commitment, shall be compensated for accrued vacation leave upon separation from service to the city.

XVII. SICK LEAVE

A. STATEMENT OF POLICY

Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only upon the recommendation of the department head. Sick leave shall be allowed only in case of necessity and actual personal illness or disability, medical or dental treatment. Sick leave shall be allowed to a maximum of six days (6) per year (69.2 hours per year for twenty-four hour shift personnel) in case of emergency illness in the immediate family. Upon the approval of the City Manager, additional days may be authorized. The immediate family shall be the spouse, parent, child, step child, brother, sister or other close family member as approved by the Administrative Services Director. (amended by Resolution 3740)

B. ELIGIBILITY FOR SICK LEAVE

1. Regular, Regular Part Time, Probationary and Temporary Employees.

2. All regular, probationary and temporary employees, upon completion of six months continuous service, shall be eligible for sick leave with pay.

3. Seasonal Part Time Personnel

   Seasonal part time personnel shall not be eligible for sick leave with pay.

C. ACCRUAL OF SICK LEAVE

1. Sick Leave Accrual for Twenty-Four (24) Hour Shift Personnel

   Sick leave shall be accrued and credited monthly at the rate of 11.2 hours by all eligible employees who are on a pay status for 50 per cent or more of that

month. Those employees eligible for sick leave, as defined in XVII (B), shall accrue sick leave at a rate proportionately equal to that of regular employees.

2. Sick Leave Accrual for Non-Twenty-Four (24) Hour Shift Personnel

Sick leave shall be accrued and credited monthly by all eligible employees who are on a pay status for 50 percent or more of that month. Those employees eligible for sick leave, as defined in XVII , shall accrue sick leave at the rate of eight (8) hours per month.

D. ACCUMULATION OF SICK LEAVE

1. Accumulation of Sick Leave for Twenty-Four (24) Hour Shift Personnel

Effective the first full pay period in July 2011 there will be no cap on sick leave accrual.

E. HOLIDAYS WITHIN SICK LEAVE

When a recognized city holiday falls within an employee's bonafide use of sick leave for which he/she normally would have been excused from work, that day shall not be charged as a day of sick leave.

F. USAGE OF SICK LEAVE

Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. (amended by Resolution 2843)

G. DEDUCTION OF SICK LEAVE

Sick leave shall be deducted at the rate of one hour sick leave for each hour absent.

H. VERIFICATION OF SICK LEAVE USAGE

The city reserves the following rights with regard to control and verification of appropriate sick leave usage:

1. The city may require that any employee who uses more than two (2) consecutive days of sick leave to provide a physician's certification of the employee's illness.

2. The city may formally place an employee on "sick leave restriction" whereupon, for a period of time, the employee may subsequently be required to provide the city a physician's certification of illness for each incidence of sick leave usage, regardless of the amount of time off work.

In determining whether or not to place an employee on "sick leave restriction", the city agrees to consider not only gross usage and so-called "patterns of usage", but also extended illness, major medical problems and incidents of family sick leave.

I. SICK LEAVE COMPENSATION UPON TERMINATION

There is no cash value to sick leave other than what is listed under "sick leave compensation upon retirement".

J. SICK LEAVE COMPENSATION UPON RETIREMENT

An employee having a minimum of ten years of regular service allowed the option of cashing out up to thirty (30) days (336 hours) and then placing all other time into an "account" with the City of Tulare. Funds in the account shall be used to pay retiree health insurance premiums with the City of Tulare. Upon retirement the city shall enter into an agreement with the said retiree showing the balance in the account. While there is money remaining in the account the city shall send a statement to the retiree each July showing the account balance and interest earned on the account. Interest shall be calculated based on the average 12 months (July through June) with the Local Agency Investment Fund (LAIF). Sick leave shall be converted from time into a monetary amount at the retiree's last hourly rate of pay. Any funds not used in the account due to the retiree deciding to not stay on city health insurance shall cancel out and have no cash value.

Employee's choosing not to elect city retiree health insurance can cash out up to sixty (60) days (672 hours). Any balance not cashed out under either option shall be reported to PERS in equivalent days toward service credit.

K. WORKERS COMPENSATION

1. Fire Department Personnel

   a. An employee of the Fire Department who is entitled to the benefits of Labor Code Section 4850, who is absent from work by reason of an injury or illness covered by workers compensation, shall be allowed up to one year's leave of absence, as required by said section. The employee shall continue to receive his/her regular paycheck as long as he/she remains on pay status; provided, however, that such employee assigns to the city any and all workers compensation payments received by the employee.

   b. An employee of the Fire Department who is absent from work by reason of an injury or illness covered by workers compensation will continue to accrue sick leave, vacation and holiday benefits and consideration for normal salary increases as though he/she were not on leave of absence. (amended by Resolution 3091)

   c. Whenever such disability of an employee continues for a period beyond one year, the leave of absence may continue until the expiration

of his/her accrued sick leave, vacation and previously accrued compensatory time off for overtime and paid days in lieu of holidays, calculated to the nearest one-half day, with compensation at the employee's regular rate of pay.

d. When it appears the employee cannot return to work by the expiration of such allowances, disability retirement shall be requested by the city to become effective at the expiration of these allowance unless the employee applies for or consents to his/retirement as of an earlier date, at which time he/she may be compensated for his/her accrued benefits at his/her regular rate of pay.

e. No employee of the Fire Department shall be paid any disability indemnity under workers compensation concurrently with wages or salary payments by the city amounting to more than his/her regular rate of pay at any time during his/her leave of absence.

f. No employee of the Police or Fire Department shall receive wage or salary payments from the city after a period of five years from the date of injury for any one injury.

L. DEPLETION OF SICK LEAVE, COMPENSATORY TIME AND VACATION BENEFITS

Upon depletion of accumulated sick leave, compensatory time and vacation for any injury or illness and upon the recommendation of the employee's department head, an employee may be placed on medical leave of absence without pay for a period not to exceed sixty (60) days. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which shall be subject to approval of the City Manager. If further leave is granted, the employee must notify the city of his/her intent to return to work every thirty (30) days. If further leave is not granted, the employee's service with the city shall be considered terminated.

M. EMPLOYEE REHABILITATION

The city shall provide a rehabilitation program for industrially injured employees, pursuant to Section 139.5 of the California Labor Code. Employees unable to return to their previous position shall be interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedures applies for eighteen (18) months. The employee's name shall be placed on a mailing list for the period designated above.

XVIII. OTHER LEAVES OF ABSENCE

A. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted in cases of emergency of where such absence would not be contrary to the best interests of the city. Such leave is not a right but a privilege. Employees on authorized leave of absence without pay may not extend

such leave without the expressed approval of the City Manager. No vacation or sick leave benefits shall be used for illness occurring during such leave.

1. Approval of Department Head

   Leave of absence without pay for one week or less may be granted by the department head, depending on the merits of the individual case. Such leaves shall be reported to the Personnel Officer.

2. Approval of City Manager

   Leave of absence without pay in excess of one week's duration may be granted by the City Manager on the merits of the case, but such leave shall not exceed twelve months' duration.

B. ABSENCE WITHOUT LEAVE

Absence without leave shall be considered to be without pay and reduction in the employee's pay shall be made accordingly. Absence without leave for more than three consecutive days may result in termination of employment.

C. LEAVE OF ABSENCE: DEATH OUTSIDE THE IMMEDIATE FAMILY

Leave without pay may be granted a regular employee by his/her department head in the event of death to family members other than one of the immediate family, such leave to be granted in accordance with XIX (A).

D. MATERNITY

Leave of absence for maternity will be covered under the provisions authorized in XVII (A) and (G). An employee may work until she has been advised by her doctor to cease working. The employee may continue on sick leave either until the doctor gives written permission to return to work or until benefits are exhausted. (SEC. 1604.10, Chapter XIV, Part 1604, Title 29,United States Labor Code).

E. EMPLOYEE'S TIME OFF TO VOTE

Time off with pay to vote at any general, special, direct primary or Presidential primary election shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said code.

F. JURY DUTY: LEAVE OF ABSENCE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the city all fees received for such duties, other than mileage or subsistence allowance, within thirty (30) days from the termination of his/her jury service.

G. SUBPOENAS: LEAVE OF ABSENCE

Regular employees who are subpoenaed to appear as witnesses in a court trial may be granted a leave of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the city within thirty (30) days from the termination of his/her service. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

H. LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARING OR RELATED PHYSICAL EXAMINATIONS

Employees who have been injured in the course and scope of their employment with the city and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the city's workers compensation insurer or the Industrial Accident Commission shall be granted leave with pay for such absences only if the employee is in pay status at the time of the scheduled examination or hearing. Applications for such leaves of absence shall be filed in advance with the department head.

I. BEREAVEMENT LEAVE

The city shall allow an employee to be absent from work with pay for a maximum of three (3) days (33.6 hours for twenty-four hour shift personnel, 14.4 sick leave hours will be granted to complete the hours to 48 hours) for a death which occurs within the State of California. If the death occurs outside the State of California and an employee must travel outside the state, a maximum of five (5) days with pay (60 hours for twenty-four hour shift personnel) shall be allowed. Bereavement leave is allowable in the case of death of an immediate family member which for bereavement only shall be defined as a father, mother, sister, brother, husband, wife, son, daughter, step child, father-in-law, mother-in-law, or any in-law or relative with whom you reside.

Employees may be granted 1 day from work for the death of a relative. A relative is a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

If additional time is required for any of the above, the employee with the Department Head approval may take additional sick days as needed in compliance with SEC. 702 and SEC. 709.

All other uses of bereavement leave ie. aunt, uncle, niece, nephew etc. shall be vacation time or other leave banks other than sick leave.

J. EDUCATIONAL LEAVE

Employees may receive paid leave to attend courses, seminars, workshops or conventions which enhance their knowledge, skills or performance in relation to their job. The determination as to when and whether an employee is granted leave shall be made by the department head.

XIX. TERMINATION: LACK OF WORK OR FUNDS

A. An employee may be terminated by the City Manager because of changes in duties or organization, abolishment of position, shortage of work or funds or completion of work. In cases involving regular employees only, notice of such termination will be given to the employee at least thirty (30) days prior to the effective date of termination. Such termination shall not be subject to appeal.

B. In any such reduction in personnel caused by lack of work or funds, seniority shall be observed. The order of layoff shall be in the reverse order of total cumulative time the employee has served in his/her current job classification upon the effective date of the layoff. For the purpose of determining order of layoff, total cumulative time shall include the employee's time served in probationary and regular status and time served on military leave of absence while assigned to his/her current job classification.

C. Employees subject to layoff who have seniority in a lower classification may displace (bump) employees in the lower classification having less seniority, provided that the displacing employee is fully qualified and capable of performing the work in the lower classification at the rate of pay for the lower classification.

D. Any employee bumping into a lower job classification and remaining in said classification for a period of six or more months shall lose his/her previous classification seniority.

E. An employee terminated for lack of work or lack of funds shall exist interviewed for an available position, if said employee submits a timely application and meets the minimum qualifications for such position. The above procedure applies for eighteen months. The employee's name shall be placed on a mailing list for the period designated above.

XX. DISCIPLINARY PROCEEDINGS

A. DISCIPLINARY ACTION: DEFINITION

As used in this Article "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, disciplinary probation, or suspension.

B. CAUSES FOR DISCIPLINARY ACTION

Causes for disciplinary action against any employee may include, but not be limited to, the following:

1. Unauthorized absence or tardiness.

2. Failure to report absences from work or failure to return immediately from authorized leave.

3. Failure to following the instruction of a supervisor, manager or other property authority.

4. Disorderly conduct on city premises or while on duty elsewhere, such as, but not limited to, fighting and use of abusive or threatening language.

5. Possession, use, receiving, distributing or being under the influence of alcoholic beverage or drugs while on duty.

6. Falsifying or altering city records, including, but not limited to, employment, medical, pay and benefit records, or permitting one's time card to be recorded by another employee.

7. Thefts of, or intentional harm to, city or other's personal property.

8. Dishonesty.

9. Violation of safety rules.

10. Unauthorized removal of city documents, records or other property.

11. Negligent or careless performance of duties.

12. Failure to meet acceptable standards of performance.

13. Failure to observe work schedules or assignments.

14. Misuse of city property.

15. Unauthorized departure from job, department or city premises.

16. Loitering or sleeping on the job.

17. Gambling on city's premises or while on duty elsewhere.

18. A personal appearance or mode of dress that is unkempt to the point of being detrimental to the business environment of the city.

19. Allowing unauthorized individuals to ride in city's vehicles.

20. Discourteous treatment of the public or other employees.

21. Violation of any provisions of these working rules and regulations, administrative policies or written departmental rules and regulations. (amended by Resolution 3856)

C. PERSONS BY WHOM DISCIPLINARY ACTION MAY BE TAKEN

The City Manager or any department head may take disciplinary action against an employee under his/her control for one or more of the causes for discipline specified in this chapter.

D. PROCEDURE PRECEDING IMPOSITION OF DISCIPLINARY ACTION

Prior to initiating any disciplinary action, excluding reprimands, against an employee having regular status, the City Manager or department head shall serve written

notice on the employee, personally or by certified mail, at least seven (7) calendar days prior to the effective date of the disciplinary action. The written notice shall include:

1. A description of the action to be taken and the effective date or dates.

2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.

3. A statement advising the employee of the right to respond, either verbally or in writing, to the disciplining authority prior to the effective date of the proposed discipline.

4. A statement advising the employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.

5. A statement that a copy of the materials upon which the proposed action is based in attached or available for inspection upon request.

6. A statement that if the proposed discipline is imposed, the employee has a right to appeal.

Upon request of the affected employee, the City Manager or department head may extend the response from the employee provided that such extension will have no detrimental effect on the city.

E. IMPOSITION OF DISCIPLINARY ACTION

Upon expiration of the period allowed for employee response and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action.

F. EXTRAORDINARY CIRCUMSTANCES

In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the employee's act or the charges against him/her are such as to require the employee's immediate removal from the job site, the employee may be placed on leave with pay pending service of the notice of disciplinary action and the effective date of the disciplinary action. In the case that discipline is imposed and upheld, such leave shall be charged as vacation leave.

G. RIGHT OF APPEAL

A regular employee shall have the right who is subject to disciplinary action under this section or who is subject to punitive action pursuant to Government Code section 3254(b) shall have the right to an administrative appeal conducted in accordance with the requirements of California Government Code sections 11500 et seq. Such appeal must be filed with the City Manager within ten (10) working days after receipt of the written notice of such disciplinary action pursuant to this section or upon notice of a punitive action pursuant to Government Code section 3254(b). The appeal must be in writing and must state specifically the reasons upon which it is based.

H. RIGHT OF APPEAL: HEARING

Upon receipt of a written appeal from an affected employee, Such hearing shall be conducted in accordance with the provisions of SEC. 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in SEC. 19580 of said Government Code and the parties may submit all proper and competent evidence against or in support of the causes, but it shall be a rebuttable presumption that the statement of causes is true.

I. RIGHT OF APPEAL: REPRESENTATION

The appellant employee shall have the right to appear personally or to be represented by counsel or by anyone else of his/her choosing, including other city employees, with the exception of supervisory, management and confidential employees.

J. RIGHT OF APPEAL: FAILURE OF EMPLOYEE TO APPEAR

Failure of the appellant to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or department head shall be final.

K. EFFECT OF DISCIPLINARY ACTIONS

1. Oral Reprimand

   Employees may receive an oral reprimand.

2. Written Reprimand

   Employees receiving a written reprimand shall have a copy filed in his/her personnel jacket kept in the Personnel Office. The employee shall initial a copy of the reprimand prior to its filing, indicating that he/she has read the reprimand. The employee shall have the right to enclose a written response to the reprimand in his/her personnel jacket.

3. Disciplinary Probation

   Employees placed on disciplinary probation shall not accrue vacation, sick leave or earned time for salary review while on such probation.

4. Suspension

   Employees suspended from the municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health and life insurance benefits.

5. Salary Reduction

Employees who have had their salary reduced shall receive the lowered salary until such time as the department head or City Manager determines that an increased salary is merited.

6. Discharge

Employees terminated pursuant to XIX of these rules and regulations shall be paid salary for vacation and worked holidays accumulated to the effective date of termination, subjection to XVII, if applicable.

L. RELEASING OF INFORMATION RELATIVE TO DISCIPLINARY ACTION AGAINST MUNICIPAL EMPLOYEES

In the interest of preventing undue embarrassment and subsequent loss of ability to perform city work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:

1. No information shall be released without prior approval of the City Manager.

2. No information will be released until final action has been determined and taken.

3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedure is sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinion interpreting Government Code Section 54957 is as follows:

> "The purpose of SEC. 54957 is to protect individual public employees and officers from unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

M. INFORMAL COUNSELING WITH THE CITY MANAGER

Nothing in these rules and regulations shall prohibit the City Manager from meeting informally with an employee regarding possible disciplinary action in order to attempt to resolve the problem.

N. NON-APPLICABILITY

The provisions of this section shall not apply to reductions in the work force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

XXI. MISCELLANEOUS

A. REPORTS OF CHANGE OF STATUS

All actions involving employment and change in status of employment shall be reported by the department head to the City Manager on City of Tulare Personnel Action Forms. Copies of such reports shall be furnished to the employee involved.

B. DAMAGE CLAIMS

Any employee of the City of Tulare filing suit for damages arising from occupational injury shall notify the Finance Director of the amount of damages collected from such suits in order that all expenses paid by the city may be recovered.

C. GRATUITIES

No officer or employee of the city shall solicit or accept any gratuity for services rendered.

D. OUTSIDE EMPLOYMENT

Any regular employee desiring to engage in regular outside employment shall first obtain non-city conflict job approval for his/her department head. The employee shall submit a statement to his/her department head on a standard city form, naming the prospective employer, his/her address and telephone number and outline the proposed duties and the hours of work. Approval may be denied if, in the opinion of the department head, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to review by the Personnel Officer and shall be resubmitted prior to January 10 each year to maintain a valid, continuous authorization.

E. COMPENSATION FOR USE OF PRIVATE AUTOMOBILE IN CITY BUSINESS

Regular city employees may receive compensation for the use of their personal vehicle in city business. Such compensation shall be the prevailing IRS approved rate and upon approval of the employee's department head. (amended by Resolution 3629)

F. CONFLICT OF INTEREST

All designated employees shall comply with departmental conflict of interest codes or the applicable regulations adopted by the Fair Political Practices Commission.

G. DAMAGED EQUIPMENT REVIEW COMMITTEE

A Fire Department Damaged Clothing Review Board shall be established for the purpose of reviewing and determining rates of payment for claims for clothing damaged in the line of duty. No more than one set of glasses may be considered in any two year period. The Board shall be composed of a representatives from the Personnel Office, Fire Department administrative staff and the Association. (amended by Resolution 3145)

H. PERSONNEL FILES

An employee or his/her recognized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request. The employee shall, in advance, be advised of, entitled to read and respond to all statements written by the employee's supervisor, department head or fellow employee of his/her work performance or conduct if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to review and respond to such material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. (added by Resolution 2765)

I. POSITION RECLASSIFICATION

1. Position Reclassification

   An employee who believes his/her position is wrongly classified may submit a written request to his/her supervisor for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Personnel Department in January or February so that changes may be presented to the City Council in July.

2. Classification Analysis

   The supervisor shall forward the request to the department head. The department head shall then request that the Personnel Officer conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

3. Appeals

   If the employee disagrees with the response of the Personnel Officer, he/she may appeal to the City Manager in writing. The written appeal must state the reasons why he/she feels that the Personnel Officer's findings were incorrect. The City Manager may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Manager shall be final. (amended by Resolution 3887)

J. EMPLOYEE ASSISTANCE PROGRAM POLICY

The city recognizes emotional, medical and substance abuse (alcohol and drugs) problems as treatable conditions. An employee's problem with alcohol and drug abuse, etc., will be a concern only when it manifests affect upon his/her job performance. There is no desire on the part of the city to intrude into the employee's private life. However, if personal problems being to impact job performance, the Employee Assistance Program provides the employee with a possible alternative to disciplinary action. It is expected that the

responsibility for recovery rests with the employee. Employees who suspect that they have a problem will take advantage of diagnostic, counseling and assessment services made available through the Employee Assistance Program. (added By Resolution 3001)

K. FLEXIBLE BENEFITS PROGRAM

The city shall establish a flexible benefits program, effective October 1, 1987, in accordance with Section 125 of the Internal Revenue Code. The city shall contribute the entire implementation cost and the employees shall be responsible for the monthly cost. Participation in the flexible benefits program is available to management, confidential, miscellaneous, police and fire personnel. (added by Resolution 3629)

L. VEHICLE USE POLICY

1. The City Manager shall determine the allocation of usage of city-owned vehicles in accordance with the business needs of the city. All city-owned vehicles shall be operated in conformance with administrative policy, unless the use of a vehicle is otherwise controlled by contractual agreement or other policy adopted by the City Council. The City Manager shall be the responsible authority for interpretation and implementation of adopted vehicle use policies. If a Fire Department "pool" vehicle is available it shall be made available to sworn members of the fire department for travel to and from educational and training courses within one hundred and fifty miles (150) round trip. (added by Resolution 3408)

2. Division Chiefs, Fire Investigator, and Training Captain shall be provided a vehicle in accordance with city policy.

M. WELLNESS PROGRAM

1. The city will provide at no cost to the employee an annual physical in accordance with NFPA 1582, 29 CFR 1910.134, and 29 CFR, 1910.120 (f), as required for anyone who may be exposed to a hazardous substances.

2. The city agrees that PT for the fire department shall occur at a mutually agreed upon facility. The city shall pay up to $35.00 per month per sworn fire personnel for use of the facility. Any increase in fees beyond the $35.00 shall be subject to the meet and confer process.

N. STATION ASSIGNMENT POLICY

It is the policy of the City of Tulare Fire Department to uniformly administer the station assignments and transfer of personnel in a manner that fulfills the needs of the department and considers the desires of the individuals who are affected.

1. The following guidelines define policy for station and shift assignments and will assist in the interpretation and administration of this process

2. Between October 15 and ending on October 26 of odd numbered years, Firefighters/Paramedics and Engineers can select their shift and station assignment based on seniority. **Between November 1 and November 15 of odd numbered years, Fire Captains can select their shift and station based on seniority. Between November 16 and November 27 of odd years, Battalion Chiefs will pick their assignments based on seniority. Before the bid process begins, Division Chiefs will be assigned a shift. Division Chief shift assignments will not change during a bid cycle. In the event a 40-hour Division Chief position is created, Division Chiefs shall be offered such position based on seniority. In the event no Division Chief volunteers for such assignment, the assignment will be given to the lease senior Division Chief.**

3. Seniority is defined as time in grade in current rank. If more than one employee has the same time in grade at the current rank, seniority is defined as length of time in service to the Tulare Fire Department. If employees are still equal after these two determiners, the oldest employee would be considered senior based on official birth records. Seniority in current rank shall be the predominate factor in determining station and shift assignment.

4. **When possible,** each shift must have at a minimum of one qualified acting engineer and acting captain. ~~assigned to any station~~. All engineer **or acting engineer** positions assigned to ~~P-61~~ **E-261** must be paramedic qualified until funds become available to fully staff this unit at the City's discretion.

5. If the station bid delivered to the Fire chief ~~by October 26 of~~ **at the conclusion of the process set out above in** odd years does not meet the requirements listed above the fire chief has the discretion to assign all TPFA Non-Management personnel in order to meet the department's needs. **Ranks that have met the above requirements will not be moved.**

6. Station and shift assignment changes will become effective the first week in January of even years. The bid cycle is every other year.

~~7.~~ When station or shift assignments become vacant due to promotion, retirement, or other reasons which create an absence, ~~there are two options for filling that vacancy.~~

   a. ~~If more than one year is remaining on the bid cycle, a complete rebid will occur based on seniority~~.

   b. ~~If less than on year is remaining on the bid cycle~~, The Fire Chief ~~may either assign the employee with the least seniority for that rank, or~~ **shall** solicit volunteers **in the order of seniority in rank** to fill the vacancy ~~with consideration to seniority and the desires of the individuals affected.~~ **In the**

event there are no volunteers, the vacancy shall be filled by assigning the least senior employee in the rank to the vacant position.

8. ADMINISTRATION DISCRETION: The Fire Chief shall have the discretion to reassign or transfer one or more employees due to unsatisfactory performance, disciplinary actions, lack of acting personnel, employee injury, documented personnel issue, employee conflict issue or to address a training deficit.

O. SICK LEAVE DONATION BANK

The City agrees that it will create an Administrative Leave Bank Donation Policy that will specifically allow for donations of time to be given to a specified employee.

XXII. INSURANCE –

A. Health, Dental, and Vision

1. For non-management public safety employees with employee only coverage the employee shall contribute $25 per month towards health care, for those employees enrolled for dependent insurance coverage for a two tier system, the city shall contribute sixty-five percent (65%) of the dependent portion of the premium toward the employee health, dental, vision and life insurance and dependent health, dental, vision and life insurance costs. The employee shall contribute thirty-five percent (35%) toward the cost of dependent insurance coverage. If the city is able to implement a three tier rate structure the employee shall contribute
$25 per month, for the employee plus one tier the city shall contribute sixty percent (60%) and the employee shall contribute forty percent (40%), for employee with more than one dependent the city shall contribute sixty nine percent (69%) and the employee shall contribute thirty one percent (31%).

2. For non-management public safety employees not enrolled for dependent insurance coverage, the employee shall pay $25 per month and the city shall pay the rest of the employee health, dental, vision and life insurance cost of the base plan.

3. Employees hired after June 23, 1984, upon retirement, shall pay 100 per cent of the total costs of the health insurance premium (with or without dependent coverage). Any increases in future premiums after retirement shall be borne by the retiree. In order to be eligible for said benefits, the employees must directly retire, be at least 55 years of age and have provided ten years of service to the City of Tulare. Effective August 1, 2006, management employees with more than 20 years of service with the City of Tulare and obtaining the age of 50 and retiring are eligible to continue on the city health insurance at the same rate as if they were 55. (Amending Resolutions: 00-4687, 06-5374)

If the health insurance administrator recommends future rate increases or program modifications to be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such an increase or changes are recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation.
The City Manager will make a decision based on the information provided and present it to the City Council for implementation. The City and employees agree to pay any increased costs in the same proportion as the current contribution.

The City agrees that in fiscal year 2011/12 employees represented by this unit are eligible to enroll in the section 125 medical benefit and the city will contribute $500. Those employees not enrolling in the program prior to July 1 shall not be eligible for the benefit. In the 2012/13 fiscal year if the city extends this benefit to any other unit than this unit will automatically receive the benefit.

B. INSURANCE - LIFE

1. Life insurance for non-management employees shall be provided as specified in the employee health insurance policy.

2. Life insurance for non-management sworn fire personnel shall be twenty five thousand dollars ($25,000).

C. INSURANCE – DISABILITY

The City agrees it will payroll deduct from the employee's check the monthly disability premium amount plus the yearly cost of membership into CSFA. The City shall then pay the premium to the vendor. Enrollment into CSFA shall be mandatory and enrollment into CSFA will be handled by the Human Resources Department.

MEMORANDUM OF UNDERSTANDING
July 1, 2015 through June 30, 2018
A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TULARE AND THE
TULARE CITY PROFESSIONAL FIRE FIGHTERS
ASSOCIATION
NON-MANAGEMENT BARGAINING GROUP
SIGNATURE PAGE

Darlene Thompson

Kenneth W. Caves

Willard Epps

Date

Joshua Ryan

Adolfo Lopez

Jessie Pacheco

Tom Sharpe

Date

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SIGNATURE PAGE

Darlene Thompson

Kenneth W. Caves

Willard Epps

Date

2/28/16
Joshua Ryan

02/28/2016
Adolfo Lopez

3/29/2016
Jessie Pacheco

Tom Sharpe

Date

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