

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
(CITY)

and

PLACENTIA FIREFIGHTERS' ASSOCIATION
(PFA)

July 1, 2023 – June 30, 2025

No. PFA 23-25

Adopted July 11, 2023, Resolution No. R-2023-62

TABLE OF CONTENTS

PREAMBLE.....	2
ARTICLE I - RECOGNITION.....	2
ARTICLE II - COMPLETE AND ENTIRE AGREEMENT	3
ARTICLE III - SEVERABILITY	3
ARTICLE IV - TERM	3
ARTICLE V - SALARY	3
A. Base Salary	3
B. Compensation Adjustments.....	3
C. One-Time Compensation	3
D. Salary upon appointment.....	4
E. Movement within the salary range.....	4
F. Salary upon promotion	4
ARTICLE VI - EDUCATION INCENTIVE PAY	4
ARTICLE VII - LONGEVITY PAY	4
ARTICLE VIII - BILINGUAL PAY	5
ARTICLE IX - CERTIFICATION PAY	5
ARTICLE X – EMT REQUIREMENTS	5
ARTICLE XI - OVERTIME	6
A. Definition	6
B. Compensation	6
C. Payment	6
D. Calculating Time.....	6
E. Compensatory Time	6
F. Need to fill a Shift.....	7
G. Pilot Program – Patrol Unit	7
ARTICLE XII - HOURS WORKED/WORK SCHEDULE	8
A. Work Period.....	8
B. Work Schedules	8
C. Hours of work	8
D. Consecutive Hours Worked.....	8
E. Hours related to December 24/25 (Christmas Language)	8
ARTIICLE XIII - STAFFING	9

ARTICLE XIV - ACTING ASSIGNMENTS.....	9
ARTICLE XV – SHIFT TRADES	10
ARTICLE XVI - MUTUAL AID	10
ARTICLE XVII - LEAVES	10
A. Alternative Health & Wellness	10
B. Bereavement Leave	12
C. Personal Time Off (PTO).....	12
D. Holidays.....	14
E. Holiday Closure	14
F. Jury Duty	14
G. Leave of Absence Without Pay	14
H. Military Leave	15
I. Workers’ Compensation Leave	15
J. Modified Duty/Return to Work Program.....	15
ARTICLE XVIII - BENEFITS.....	15
A. Insurance and Benefit Plans.....	15
1. Medical	15
2. Dental	16
3. Vision	16
4. Life Insurance	16
5. Short Term and Long-Term Disability	16
6. Section 125 Flexible Spending Accounts.....	16
B. Retirement.....	16
C. Deferred Compensation Plan	17
D. Tuition Reimbursement	17
ARTICLE XIX - PROBATIONARY PERIOD	17
A. New Hires.....	17
B. Promotional	18
ARTICLE XX - PERSONNEL FILES	18
ARTICLE XXII - UNIFORMS	19
A. Initial Issue of Uniforms	19
B. Safety gear	19
ARTICLE XXII - PHYSICAL FITNESS	19

ARTICLE XXIII - ANNUAL VOLUNTARY PHYSICAL FITNESS ASSESSMENT	20
ARTICLE XXIX – USE OF TOBACCO	20
ARTICLE XXX - SUBSTANCE ABUSE	20
ARTICLE XXXI - FITNESS FOR DUTY	21
ARTICLE XXXII – GRIEVANCE PROCEDURE	21
A. Purpose.....	21
B. Matters Subject to Grievance Procedure	22
C. Informal Grievance Procedure	22
D. Formal Grievance Procedure.....	22
E. Conduct of Grievance Procedure	23
F. Arbitration.....	24
ARTICLE XXXIII – DISCIPLINARY APPEAL PROCEDURE	25
A. Standards of Conduct.....	25
B. Applicability of Discipline	25
C. Discretion in Disciplinary Action	25
D. Permitted Disciplinary Action.....	25
E. Non-Disciplinary Actions.....	25
F. Disciplinary Action	26
G. Employee Response for Disciplinary Actions	27
H. The Disciplinary Response.....	28
I. Appeal of Department Disciplinary Actions.....	28
SIGNATURES.....	29
APPENDIX A.....	30

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PLACENTIA
AND
THE PLACENTIA FIREFIGHTERS' ASSOCIATION

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding ("MOU") have been discussed and jointly proposed by and between the City of Placentia (hereinafter the "City") and the Placentia Firefighters' Association (hereinafter the "Association") and shall apply to all the employees in classifications represented by the Association.

The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the City and the Association. The Association has recommended, and its members have ratified all of the terms and conditions of employment as set forth herein. The City recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such resolution, all the terms and conditions of this MOU so incorporated shall become effective without further action by either party.

ARTICLE I - RECOGNITION

Pursuant to Government Code Section 3500 et seq. and Resolution 71-R-153 of the City Council of the City of Placentia (Employer-Employee Relations Resolution), the City has recognized the Association as the exclusive representative of all sworn, full-time, non-management fire employees of the City for purposes of representation on wages, hours, fringe benefits, and other terms and conditions of employment. As the representative of sworn, full-time, non-management fire employees, the Association is empowered to act on behalf of said employees, whether or not they are individually members of the Association.

The list of represented classifications at the time of entering this Agreement is as follows:

- Firefighter
- Patrol Engineer
- Fire Engineer
- Fire Captain

The City hereby agrees it shall no longer employ a part-time program for any rank except firefighter.

ARTICLE II - COMPLETE AND ENTIRE AGREEMENT

This Agreement, upon ratification and adoption, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated. Moreover, to the extent not in conflict or inconsistent with the provisions herein, the parties understand and agree that existing City Personnel Rules and Placentia Fire and Life Safety Department Rules and Regulations, and other City rules, regulations, and policies, continue to apply, as presently constituted.

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this MOU is for any reason held to be invalid, illegal, unconstitutional, or unenforceable by reason of any existing or subsequently enacted state or federal legislation, regulation or order or decree of a court of competent jurisdiction, the invalidation of such part of this MOU shall not affect the validity of the remaining portion of this MOU. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE IV - TERM

The term of this Memorandum of Understanding shall be July 1, 2023, through June 30, 2025. The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2025.

ARTICLE V - SALARY

A. Base Salary

The base salaries for represented classifications shall be as set forth in Appendix A to this MOU.

B. Compensation Adjustments

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by six percent (6%) and each represented employee shall receive a base salary increase of six percent (6%).
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%) and each represented employee shall receive a base salary increase of four percent (4%).

C. One-Time Compensation

All employees in paid status as of the approval and adoption of the MOU will receive a one-time payment equal to five percent (5%) of their annual base pay. The compensation payment would be paid upon completion of the next full pay period after adoption of the MOU.

D. Salary upon appointment

Appointments are typically made at the entry step of the salary range. The Fire Chief or City Administrator may authorize at the time of appointment placement at any step within the salary range for individuals with experience, knowledge, skills, and/or abilities related to the classification.

E. Movement within the salary range

Individuals are eligible for advancement within the established salary step range based upon obtaining a “meets standards” or better overall rating on their annual performance evaluation. Advancement within the salary range based on performance shall not occur more than once for every twelve (12) months of service and shall be a one-step increase of five and four-tenths percent (5.4%) in pay.

F. Salary upon promotion

Every promotion from one class to a higher class shall carry a minimum increase in base salary of 5.4%. In the event a promotion is made within six months of the employee’s salary anniversary date, the placement on the new range shall be at a minimum increase in base salary of 8.1% or 10.8% over the current rate. If promotion occurs less than 3 months from the last merit increase, use 8.1%. If promotion occurs when merit is due within 3 months, use 10.8%.

ARTICLE VI - EDUCATION INCENTIVE PAY

Employees covered by this agreement shall be eligible to receive the highest one of the following educational bonus payments:

REQUIREMENTS	ADDITIONAL PAY
AA Degree	2% of Base Pay
Bachelor’s Degree	4% of Base Pay
Master’s Degree or PhD	6% of Base Pay

ARTICLE VII - LONGEVITY PAY

Longevity pay shall be administered in the following manner:

1. Employees who have completed five (5) years of City Service shall receive longevity pay of four (4%) applied to the base rate of pay.

2. Employees who have completed fifteen (15) years of City Service shall receive an additional longevity pay of five (5%) (for a total of 9%) applied to the base rate of pay.

ARTICLE VIII - BILINGUAL PAY

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive Bilingual Pay differential of \$175 a month to speak another language. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

ARTICLE IX - CERTIFICATION PAY

Unit Employees who obtain any certifications through the Office of State Fire Marshall above the level of a Firefighter II certificate, are eligible for the following pay per certificate:

- Firefighter: \$195 per month
- Fire Engineer/Patrol Engineer: \$223 per month
- Fire Captain: \$260 per month

Unit employees are eligible for maximum of two (2) certificate pays.

ARTICLE X – EMT REQUIREMENTS

Employees shall, as a condition of employment, be required to maintain a California EMT-1 with the County of Orange, Department of Health, Emergency Medical Services Section. In addition, employees shall demonstrate their required skill proficiency at intervals not to exceed 6 months. Violation of this condition of employment shall be deemed good cause for reprimand and possible dismissal. Employees who are licensed paramedics within the State of California shall be deemed to meet this requirement. Employees shall be solely responsible for ensuring that their EMT-1 licenses are renewed prior to expiration, and the City will reimburse employee for any renewal fees. Employees who allow their licenses to expire will not be allowed to provide patient care and may be reassigned to other duties until their license is renewed. Employees must provide the City with a copy of their valid and current EMT-1 licenses which the City will keep on file in the employee's personnel records. Continuing education requirements and training to maintain an EMT-1 license shall be provided by the City, while the employee is on-duty.

ARTICLE XI - OVERTIME

A. Definition

For non-exempt full-time employees, overtime shall be defined as all hours actually worked or deemed worked in excess of one hundred and eighty-two (182) hours in a twenty-four (24) consecutive day work period. All overtime must be pre-approved by the Fire Chief or his/her designee.

B. Compensation

Any employee who works overtime shall be compensated at FLSA premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay including any applicable special rate supplement or locality payment.

C. Payment

Payment for overtime premiums shall be made in the pay period containing the end of the FLSA work period to allow for the computation of overtime to be determined.

D. Calculating Time

Hours worked shall be tracked in increments of quarter hour increments. Time worked under 8 minutes shall be deemed *de minimus*. Time worked of 8 minutes or more shall be rounded up to the next quarter hour.

E. Compensatory Time

1. Unit employees may accrue Compensatory Time Off (CTO) in lieu of payment for working overtime per the definition above in Section A. No employee may accrue greater than 96 hours of CTO at any one time.
2. Unit employees with accrued CTO, those employees may elect to cash out this time. Employees with CTO above the accrual cap at the end of the term of the contract will automatically be paid out as cash at their regular rate of pay.
3. Unit employees who are promoted to another classification will be paid for accrued CTO at their regular rate of pay prior to promotion.
4. Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

F. Need to fill a Shift

When there is a need to fill a shift or a partial shift, the following steps must be followed:

	Captains	Engineers	Firefighters
Step 1	Offer to Captain	Offer to Engineers, including Patrol Engineers	Offer to Part time Firefighter
Step 2	Offer to Actor	Offer to Actor	Offer to Full Time Firefighter
Step 3	Captain Mandate	Offer to Captain	Offer to Engineers, including Patrol Engineers
Step 4	N/A	Engineer Mandate, including Patrol Engineers	Firefighter Mandate

G. Pilot Program – Patrol Unit

Association is willing to agree to a pilot program for the term of this agreement wherein the City will employ three Firefighters to work on the Patrol unit (one Firefighter per shift), on a 48/96 schedule. Firefighters assigned to the Patrol unit can be used on the engine/truck only when an absence on the engine/truck is caused by a call-out with less than 48 hours' notice, to avoid a mandate, or to fill a long-term vacancy. When the Firefighter assigned to the Patrol unit is absent for any reason, it shall be at the discretion of the Fire Chief to fill this vacancy or to take the Patrol unit out of operation for that shift.

	Captains	Engineers	Firefighters
Step 1	Offer to Captain	Offer to Engineers, including Patrol Engineers	Offer to Firefighter assigned to Patrol per pilot program
Step 2	Offer to Actor	Offer to Actor	Offer to Part-time Firefighter
Step 3	Captain Mandate	Offer to Captain	Offer to Full-time Firefighter
Step 4	N/A	Engineer Mandate, including Patrol Engineers	Offer to Engineers, including Patrol Engineers
Step 5	N/A	N/A	Firefighter Mandate

ARTICLE XII - HOURS WORKED/WORK SCHEDULE

A. Work Period

In accordance with the provisions of the Fair Labor Standards Act (FLSA), the work period consists of twenty-four (24) consecutive days. The City declares a 7(k) exemption under the FLSA. Paid leaves including but not limited to AHW, PTO, holiday and bereavement are not considered hours worked.

B. Work Schedules

Full-time suppression personnel (not including the Patrol Engineer) will work a 48/96 schedule. Each regular shift will consist of 48 consecutive work hours, which will be followed by 96 consecutive hours off duty, unless recalled to work. The City shall maintain three (3) shifts designated as "A," "B," and "C" shifts. Patrol Engineer(s) will work a 4/12 schedule.

The Fire Chief may change/adjust station assignments and work shifts (A, B or C shift) to meet operational needs.

Initial hire probationary employees may be assigned to any station and/or work shift.

C. Hours of work

1. All Employees except Patrol Engineer

Each 24-hour workday begins at 0800. A work shift begins at 0800 and is complete after 48 hours of work. Shift change occurs at 0800. There are two (2) twenty-four-hour days in each shift. The Fire Chief shall have the discretion to adjust the start of a work shift as he/she sees fit to meet operational needs, subject to the duty to meet and confer.

2. Patrol Engineer

Each 12-hour workday begins at 0800 and ends at 2000. The Patrol Engineer shall supplement core fire suppression (heavy apparatus) operations only. It shall ideally operate for 12-hours a day, 7 days a week during peak call volume periods. As the Patrol is only supplementary, it shall only be placed in service if designated patrol staffing are available. The Fire Chief shall have the discretion to adjust the start of a work shift as he/she sees fit to meet operational needs, subject to the duty to meet and confer.

D. Consecutive Hours Worked

1. There will be a ninety-six (96) consecutive hours cap on the number of hours an employee can be required to work (break in between is 24 hours), except in cases of emergency to maintain staffing levels for emergency responses. Employees may agree to work up to 120 consecutive hours.
2. The Consecutive Hours cap will not apply to strike teams and hours worked while on a strike team will be managed by the State Mutual Aid Agreement.

E. Hours related to December 24/25 (Christmas Language)

In the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the proceeding shift (relief shift) as follows: The entire affected shift will work on December 22 and December 25, the entire relief shift will work December 23 and December 24. These changes will be considered regular workdays for the shifts and are subject to normal Fire Department practices regarding leave requests, shift trades, etc.

ARTIICLE XIII - STAFFING

Placentia Fire and Life Safety Department heavy apparatus shall be constantly staffed with two (2) three-person companies supervised by one (1) Battalion Chief or Acting Battalion Chief. Reserve Firefighters shall staff the fourth seat on each apparatus in service when available. Each of the two (2) 3-person companies shall consist of an Engine or Quint staffed by full-time and part time personnel in the following ranks:

- 1 Captain (full time)
- 1 Engineer (full-time)
- 1 Firefighter (Full or Part-Time)

In addition to the two required engines/quints, the City may elect to operate a Patrol staffed by a minimum of one (1) full-time Patrol Engineer, with the option of one additional full-time or part-time firefighter.

Part-time firefighters are scheduled to work on an engine only pursuant to the overtime protocol, below, or as a fourth person.

ARTICLE XIV - ACTING ASSIGNMENTS

Employees may volunteer to act in a higher classification provided the employee has completed the actor's task book for the higher classification. The Fire Chief may assign an actor to act in a higher classification when there is a long-term absence (anticipated to last 90 days or longer). Employees may not act in a higher classification when there is a permanent vacancy and a promotional list for the higher classification exists. Employees shall be paid at the bottom step of the acting class or at a step that provides the employee a minimum of a five percent (5%) increase in their compensation, whichever is greater. The acting assignment shall end at the discretion of the City, but in no event longer than six months. An individual may serve in an acting capacity for up to 12-months only if there is a vacancy occasioned by a long-term injury or illness, the injured employee remains employed by the City and there is no other employee willing and qualified to serve in the acting capacity.

ARTICLE XV – SHIFT TRADES

- A. Exchanges of time (aka shift trades) count as hours worked for the employee whose shift was worked, not for the employee who worked the shift.
- B. Employees may have the ability to trade shifts with their colleagues at the same rank subject to the following conditions:
 - 1. The practice of shift trading shall be voluntary on the part of each employee.
 - 2. The Battalion Chief may review and determine whether to approve or deny the shift trade. However, denials are not subject to being grieved.
 - 3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
 - 4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.
 - 5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her AHW Leave deducted. For example, if Employee A agrees to work the shift for Employee B and prior to the shift, Employee A calls in sick and does not work the shift, Employee A's AHW Leave is deducted and Employee B gets credit for the shift. If no AHW leave is available, PTO hours will be used.

ARTICLE XVI - MUTUAL AID

Staffing for State Mutual Aid will be determined as provided on a case-by-case basis by the Fire Chief or his/her designee.

ARTICLE XVII - LEAVES

A. Alternative Health & Wellness

Employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of said leave.

AHW hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Employees must notify the Battalion Chief a minimum of four (4) hours prior to the beginning of their shift, if possible. Employees who call in sick must utilize all available AHW leave for the duration of their sickness and may not use any other type of leave unless the employee's AHW leave is exhausted.

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of two (2) or more consecutive working shifts days during which AHW leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 2 consecutive workdays, no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours. The AHW hours have no cash value during employment or upon termination of employment.

Employees receive up to ninety-six (96) hours of AHW leave effective the first pay period in July, as long as the AHW bank does not exceed 192 hours.

New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

Employees in active service as of July 1st will receive \$250 with the first paycheck in July each year.

In addition to the \$250, employees who use thirteen (13) hours of leave or less of AHW leave during a fiscal year (between July 1 -June 30) will be given \$1,000 with the first pay check following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.

In addition to the \$250, employees who use more than thirteen (13) hours but twenty-six (26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first pay check following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

B. Bereavement Leave

Upon the death of an immediate family member, 48/96 and 4/12 employees may use up to forty-eight (48) hours of paid bereavement leave in a consecutive twelve-month period and 4/10 employees may use up to forty (40) hours of paid bereavement leave in a consecutive twelve-month period beginning from the date the leave first begins. For bereavement leave purposes, immediate family members include spouse, registered domestic partner, parent, parent-in-law, sister/sister-in-law, brother/brother-in-law, child, stepchild, and foster child as well as grandparent and grandchild.

C. Personal Time Off (PTO)

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

1. PTO accrues on a per pay period basis as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL
Upon Hire – completion of five (5) years of service	120 hours
Beginning of sixth year – completion of seven (7) years of service	140 hours
Beginning of eight (8) years to completion of ten (10) years of service	160 hours
After completion of ten (10) years of service	180 hours

2. Partial PTO Leave Accrual

Should an employee have paid hours less than their normally required full-time scheduled hours on any pay period, PTO accrual is pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of 260 hours. Once an employee reaches the maximum, no additional PTO will accrue until the accrual bank is below the maximum.

4. Accrual Balance Upon Appointment

Upon appointment to a classification covered by this compensation resolution, the City Administrator may authorize a beginning PTO level above zero.

5. PTO Use

PTO may be used following the completion of six (6) months of City service.

PTO may be requested and used for any reason subject to the AHW policy. Use of PTO is subject to approval by the employees' Battalion Chief. Requests for PTO use should be provided as far in advance as feasible, but generally with at least four (4) weeks' notice. Employees must comply with department policy regarding scheduling and use of PTO. Should a request to use PTO be denied, and the nature of the request is for a protected leave under the law, the employee is expected to seek assistance from Human Resources to facilitate approval of the leave. PTO will be reviewed and approved by the Fire Chief or his/her designee. Vacations will be pre-scheduled a minimum of three months in advance.

6. PTO Cash Out

To be eligible for Leave Cash Out, employee must utilize 40 hours of PTO in the preceding twelve months.

An employee may irrevocably elect to receive payment for PTO as follows:

- a. The employee submits a completed PTO Leave Cash Out Election form (provided by Payroll) by December 15th to elect to receive a cash payment for PTO hours that was accrued during that calendar year.
- b. The election for cash out is limited to one-hundred and fifty (150) hours of accrued and unused PTO.
- c. The irrevocable election request is to receive cash payment for the number of hours elected at the base hourly rate of pay.
- d. Payment for the PTO cash out will occur with the first paycheck paid in December of the following calendar year.
- e. At the time of the cash out, the balance of PTO once the cash out is made must be at least forty-eight (48) hours. Should the balance fall below forty-eight (48) hours, the amount of cash out will be adjusted to provide a cash out that results in a PTO balance of forty-eight (48) hours. Should fewer than ninety-six (96) hours be accrued at the time of cash out, no payment for PTO will be made to the employee.

7. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

8. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the base hourly rate of pay with the final paycheck upon separation from City service.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Holidays

Unit employees shall not be entitled to leave on designated holidays.

Employees in the Fire service work without regard to holidays. No additional compensation is provided for working on holidays.

If an employee is scheduled to work on a holiday, they are not entitled to use PTO.

Unit employees shall accrue 120 hours of holiday in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.

Holiday leave will be prorated upon hire

E. Holiday Closure

City to provide sixty (60) hours of leave for use in lieu of the 2023 holiday closure. Any time not utilized or paid out will be forfeited effective June 30, 2024. Employees must be employed during the Holiday closure period between December 15, 2023-January 2, 2024 to be eligible.

City to provide sixty (60) hours of leave for use in lieu of the 2024 holiday closure. Any time not utilized or paid out will be forfeited effective June 30, 2025. Employees must be employed during the Holiday closure period between December 20, 2024-January 6, 2025 to be eligible.

F. Jury Duty

Employees who are summoned for jury duty on a regularly scheduled work day will be compensated with paid jury duty service of up to eleven (11) hours per day. Employees released from jury service shall return to work immediately to complete their shift. Employees must submit proof of jury duty service upon completion of the service.

G. Leave of Absence Without Pay

The City Administrator may grant a leave of absence without pay for up to one year at his/her sole discretion. The denial of a request for an unpaid leave of absence is not subject to any grievance or appeal process.

The unpaid leave of absence in this section would be for a leave of absence that is not covered under any law or other City policy. An employee must exhaust all accrued leave prior to being eligible for an approved leave of absence without pay. An employee, who fails to return to work from a leave of absence without pay, may be subject to termination from employment.

During any unpaid leave of absence, employees will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.

H. Military Leave

Military leave is provided pursuant to the provisions of the State of California and federal law.

I. Workers' Compensation Leave

Safety employees are eligible for leave benefits pursuant to Labor Code 4850.

J. Modified Duty/Return to Work Program

All injured employees shall adhere to the City's Modified Duty/Return to Work Program

ARTICLE XVIII - BENEFITS

A. Insurance and Benefit Plans

1. Medical

The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). If an employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$722 per month for employee only
- \$1,444 per month for employee+1
- \$1,877 per month for employee+2

Employees may select any available CalPERS benefit plan. Should an employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

Employees who opt out of the CalPERS medical plan will receive \$400 per month. To receive the opt out cash, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of

the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. The selection of dental plan provider and coverage is at the City's sole discretion.

City and Association representative(s) agree to participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for unit employees.

2. Dental

Employees (and eligible dependents) may elect to enroll at City expense in a dental plan offered by the City. City will provide a choice between an HMO plan (California Dental) or PPO Plan (Principal Dental) to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan. The selection of dental plan provider and coverage is at the City's sole discretion.

3. Vision

The City will enroll employees and eligible dependents in a vision plan. The vision plan premium is paid by the City. The selection of vision plan provider and level of coverage is at the City's sole discretion.

4. Life Insurance

The City provides a life insurance benefit in the amount of one times the employee's annual salary, rounded to the next \$1,000 with a maximum of \$150,000 if coverage for employees, and \$1,000 for spouse and children over the age of six (6) months. The premium for life insurance is paid by the City. The selection of life insurance plan provider and level of coverage is at the City's sole discretion.

5. Short Term and Long-Term Disability

The City offers a short-term and long-term disability plan. The premiums for both plans are paid by the City. Coverage levels, eligibility requirements, and benefit payments are maintained in the plan document maintained in Human Resources. The selection of the plan provider and level of coverage is at the City's sole discretion.

6. Section 125 Flexible Spending Accounts

The City offers medical and/or dependent care flexible spending accounts. Participation in one or both plans is voluntary and funded by the employee.

B. Retirement

The City does not participate in Social Security. The City provides a defined contribution plan for employees. Retirement age is 50 years. Employer contributions to the plan are ten percent (10%) of base pay. Compensation defined as base pay

excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs, and any other ad hoc pay.

Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City. Should the employee separate from service prior to their fourth anniversary all retirement benefit contributions made by the City on their behalf will be returned to the City. No employee contributions are required.

The City retains sole discretion in selecting the plan provider. Details on plan provisions are in the plan document.

C. Deferred Compensation Plan

Employees may participate in a 457 deferred compensation program by electing to contribute pre-tax earnings to the plan subject to annual plan limits.

D. Tuition Reimbursement

The City shall reimburse an employee seventy-five percent (75%) of the actual cost of books and tuition for a course given by an accredited public and private institution at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided such course directly pertains to the employee's present duties and/or pertains to the next step toward promotion in his/her field of endeavor; further provided that a written request must be submitted and approved by his/her department head and the City Administrator prior to the date of the first meeting of the course; further provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the employee is responsible for reimbursement of that cost. The City may cap the amount of the tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed in a first-come, first-served basis, subject to the annual cap.

ARTICLE XIX - PROBATIONARY PERIOD

A. New Hires

1. Employees hired or appointed as an entry level full-time firefighter will serve an eighteen (18) month probationary period.
2. Lateral employees who have completed one or more years in the fire service in the rank of full-time firefighter or above will serve a twelve (12) month probationary period.
3. The City Administrator or his/her designee may establish a one-time six (6) month extension when an employee fails to satisfactorily meet the expectations of their probation. If probation is extended, the employee shall be informed in writing of the extension prior to the expiration of the initial probationary period.
4. During the probationary period, an employee may be rejected at any time by the Fire Chief or City Administrator without cause and without the right of

appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with Human Resources.

5. The Fire Department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status. The Fire Department shall also give a copy to the employee and file the original with the Human Resources Division before the probationer's permanent status date.

B. Promotional

Employees on promotional probation shall be subject to a 12-month probationary period. An employee's probation may be extended at the discretion of the City by up to 180 days, by providing the employee written notice of the extension. Upon completion of the probationary period (12 months, or up to 18 months if extended) the employee shall be deemed permanent in the promoted rank. Employees who are rejected on promotional probation, shall be reinstated to the rank held immediately before their promotion.

ARTICLE XX - PERSONNEL FILES

- A. Employees may review their own personnel and/or administrative file, including his/her background investigation insofar as may be required by then-controlling law, provided reasonable notice by written request is made to the City.
- B. The Employee shall make an appointment with Human Resources to review his/her administrative/personnel files at least one working day in advance and the City shall honor his/her request under normal conditions.
- C. Material derogatory to an Employee's conduct, service, character, or personality shall not be entered in an Employee's personnel or administrative file unless the Employee is notified and given an opportunity to review and comment thereon. The Employee shall be given a copy of the material on request. The Employee shall acknowledge that he/she has read and does not necessarily indicate agreement with its contents.
- D. Any Employee wishing to review his/her file while on duty under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval but may set reasonable time limits and schedules so as not to adversely affect City operations. The employee need not notify his/her supervisor if this review is not done on duty.
- E. Letters of reprimand shall remain in personnel files for a period of two (2) years. After two (2) years the employee may petition letters of reprimand for removal unless a similar incident has occurred during that time. Cumulative letters for the same type of incident shall remain for two (2) years after the date of the last letter of reprimand. Any removal is at the sole discretion of the City and shall not be eligible for grievance.

- F. All other disciplinary actions and documents shall remain in personnel files for four (4) years. After four (4) years, the employee may petition disciplinary actions and documents for removal unless a similar incident has occurred during that time. Cumulative disciplinary actions and/or other documents for the same type of incident shall remain for four (4) years from the date of the last disciplinary action and/or documentation. Any removal is at the sole discretion of the City and shall not be eligible for grievance.
- G. In all situations related to past and current disciplinary items, it shall be the responsibility of the employee to petition for the removal of said items to the Fire Chief or designee.

ARTICLE XXII - UNIFORMS

A. Initial Issue of Uniforms

The City shall provide an initial issue of 3 sets of Class B uniforms to each employee 1 name plate (last name only), 1 pair of station boots, 4 Physical training shorts, 6 short sleeve t-shirts and 4 long sleeve t-shirts. The City shall provide each new employee, upon completion of his/her original probation period a Class A uniform. Upon promotion, the City will provide any needed updates to the Class A uniform. Maintenance and replacement due to normal wear and tear of the Class A and B uniforms shall be the responsibility of the City.

B. Safety gear

The City will provide and maintain the following safety gear, to include, at a minimum, the following:

- 2 turnout coats
- 1 pair of structure boots
- 2 pairs of turnout pants
- 2 pairs of suspenders
- 2 pairs of structure gloves
- 1 pair of work gloves
- 1 structure helmet
- 1 pair of goggles
- 2 hoods
- 1 pair of safety boots
- 1 pair of medical safety glasses
- 2 wildland coats
- 3 pairs of uniform brush pants (replaced if damaged)
- 1 pair of raingear pants
- 1 raingear jacket (parka and parka lining)

ARTICLE XXII - PHYSICAL FITNESS

The City acknowledges the importance of physical fitness. One hour per day for physical fitness on duty will be authorized, provided, however, employees are responsible to

complete daily duties and assignments. The Fire Chief or his/her designee may authorize physical fitness in the morning, understanding daily duties and assignments shall take priority. Physical fitness while on duty may only take place at the fire station and not at a gym or other private location; however, employees may be permitted to go on a run in the immediate surrounding area of the station, such that response times are not delayed. If the Fire Association obtains pre-approval from the City Administrator or his/her designee to purchase exercise equipment, the City will contribute, up to, 50% of the cost of the exercise equipment. Workout equipment and physical fitness shall not impede the operations of the fire station(s).

ARTICLE XXIII - ANNUAL VOLUNTARY PHYSICAL FITNESS ASSESSMENT

Results of employee's Annual Physical Fitness Assessment program through Santa Ana College (or any subsequent provider) shall be confidential and no medical information shall be transmitted to the City without the employee's consent or lawful court order.

ARTICLE XXIX – USE OF TOBACCO

All employees shall not smoke, vape, or use any tobacco products (including vaping and e-cigarettes) at any time while on duty or off duty.

ARTICLE XXX - SUBSTANCE ABUSE

- A. It is the responsibility of all employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. Employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, its employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be presently under the influence of drugs or alcohol to submit to a drug or alcohol screening examination on City time and at the City's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee for violating the terms of this Section.
- D. Marijuana use is strictly prohibited by all Fire Department personnel.

ARTICLE XXXI - FITNESS FOR DUTY

- A. Employees must be physically and mentally fit to perform the duties of the job in order to instill public confidence in the fire service. It is equally important that the dignity and rights of all personnel be respected and followed in the administration of fitness for duty examinations.
- B. The Fire Chief or designee, in consultation with the Deputy City Administrator and City Administrator may determine that an employee who demonstrates behavior or performance that calls into question his or her fitness for duty may be required to submit to a physical or psychological fitness for duty examination.
- C. When a fitness for duty exam is ordered the employee will be presented a written statement containing the facts that were used to make this decision. The medical provider who performs the fitness for duty exam will be provided with the documentation detailing the performance and behavior issues as well as a job description. An employee administratively relieved from duty pending a fitness exam shall be placed on paid administrative leave until the results of the examination are known to the Chief, City Administrator, and Director of Human Resources.
- D. When the results of the examination indicate that the employee is fit to perform the regular duties of the position, the employee shall be returned to work on his or her next regular work shift.
- E. When the results of the examination indicate the employee is not fit for duty, the employee will be placed on leave. An employee with no unused, accrued leave may be placed in an unpaid status.
- F. The employee may request, or if there is a possibility that the cause is based on a work-related issue, the employee will be offered, a DWC1. Determination of the compensability of the claim will be made following standard workers' compensation procedures.
- G. If the results of the examination indicate that the employee is fit for duty with limitations, in accordance with ADA and FEHA, the City and the employee will meet in an interactive process to determine whether the employee's limitations can be reasonably accommodated, and the employee returned to work. If there is no reasonable accommodation that can be made, the employee shall be treated as though unfit for duty.
- H. Exams: The cost of the examination shall be borne by the City. An employee shall be paid for all time spent in the exam, including travel to and from the exam.

ARTICLE XXXII – GRIEVANCE PROCEDURE

A. Purpose

The provisions of this Section shall in no way apply to the "meet-and-confer" process.

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment, or any other action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards a solution. A unit employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1)

The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. The initial written grievance should contain the name of the grievant, the name of the grievant's representative, if any, identification of nature of the grievance and any rule, regulation or MOU provision alleged to be violated, the remedy requested and any other information to assist in resolving the grievance. If the unit employee does not

agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Fire Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.

2. Department Review (Step 2)

The Fire Chief receiving the grievance, or his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Fire Chief (or designee) shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Fire Chief, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the Fire Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3)

The City Administrator shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

3. The unit employee and his/her representative may be permitted to use a reasonable amount of work time, as determined by the Fire Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to his/her satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or his/her designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties his/her decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties, work rules, Department Policies and/or Personnel Rules. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California. Further, the Hearing Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds beyond those already contemplated in the MOU, work rules, department policies, personnel rules or existing state or federal laws, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the MOU, Personnel Rules, or any resolutions, ordinances, work rules, practices or policies adopted by the City. The Hearing Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

All expenses of arbitration shall be borne equally by the parties.

ARTICLE XXXIII – DISCIPLINARY APPEAL PROCEDURE

A. Standards of Conduct

All employees are expected to adhere to standards of reasonable and prudent conduct.

B. Applicability of Discipline

Disciplinary action may be taken against any non-elected employee of the City.

C. Discretion in Disciplinary Action

The City Administrator, Director of Human Resources, Fire Chief, or designee can exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

D. Permitted Disciplinary Action

Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Memorandum
- Written reprimand
- Suspension
- Reduction in salary
- Demotion
- Dismissal
- Elimination of ability to do/request shift trades

E. Non-Disciplinary Actions

An employee being considered for any discipline shall be insured due process when appropriate through pre-disciplinary measures described in this section and pursuant to the Firefighters' Procedural Bill of Right Act.

1. Oral Admonishment

Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior. Oral admonishments may not be appealed. No documentation of an oral admonishment shall appear in the employee's personnel file and any such documentation will be destroyed on the employee's anniversary date.

2. Directive Memorandum

It informs the employee how to complete a task and directs the employee to perform correctly in the future. It can also be used to give general direction to more than one employee. Issuance of a directive memorandum may not be appealed. A directive memorandum shall not appear in the employee's personnel file and will be destroyed on the employee's anniversary date.

F. Disciplinary Action

Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date, and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all materials upon which the discipline is based. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person with or without a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

1. Written Reprimand

A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within thirty (30) calendar days from date of receiving the memorandum and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

2. Suspension Without Pay

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief or his/her designee may impose suspension without pay of up to 10 shifts. Such suspension shall occur only after the notice of intent to suspend is issued. The employee will have appeal rights as indicated in employee response section of this contract.

3. Reduction In Salary

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief or his/her designee may impose a reduction in salary. The reduction in salary shall be to a lower step in the employee's pay range and for a maximum of 12 months, following which the employee will be eligible for a merit step increase to the next higher step. The employee will have appeal rights as indicated in employee response section of this contract.

4. Dismissal

When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the City's interests, or for other good cause, the Fire Chief or his/her designee shall have the right to dismiss the employee. Any action of dismissal shall be taken only in compliance with the notice procedures. The employee will have appeal rights as indicated in employee response section of this contract.

G. Employee Response for Disciplinary Actions

An employee is entitled to a reasonable time, generally (15) calendar days from date of notice, to respond to a notice of proposed discipline. Should an employee respond, the Fire Chief shall consider the response in reaching a decision on the proposed disciplinary action. If the event the Fire Chief has a conflict of interest, they shall recuse themselves from the discipline process and the pre-disciplinary response shall be delegated to another individual who shall make the final decision. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The Fire Chief or his/her designee may grant an extension of time to respond to the proposed discipline.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make a representation the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Fire Chief or his/her designee. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations should new information be presented. If new charges result from the investigation, the employee shall be given another opportunity to respond.

H. The Disciplinary Response

The Fire Chief, or, in the case of a conflict of interest, the designee, shall provide a written answer to an employee's pre-disciplinary response at the earliest practical date, not to exceed fifteen (15) calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief or his/her designee. The answer shall inform the employee if the proposed discipline has been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein.

Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be included in the answer. The effective date of discipline shall be included in the answer.

I. Appeal of Department Disciplinary Actions

Any employee may appeal imposition of discipline within fifteen (15) calendar days after the receipt by the employee of the Disciplinary Response from the Chief or his/her designee. Appeals from discipline shall be in writing and delivered to the City Administrator or designee. Appeals shall be conducted pursuant to the Grievance procedure, above, by an arbitrator mutually selected by the parties by agreement or through the striking process. Each party shall bear their own costs of representation. All expenses shall be borne equally by the parties.

SIGNATURES

FOR THE CITY:



Damien Arrula
City Administrator

Alice Burnett, Human Resources Director

Alice Burnett
Director of Human Resources

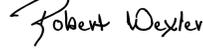
Jennifer Lampman

Jennifer Lampman
Director of Finance

Luis Estevez

Luis Estevez
Deputy City Administrator

FOR PFA:



Robert M. Wexler, Attorney
Rains Lucia Ster St. Phalle & Silver

James Banister

James Banister
PFA President



Larry Hogueisson
PFA Vice President



Joshua Martin
PFA Secretary



Ryan Murphy
PFA Treasurer

APPENDIX A

PLACENTIA FIREFIGHTERS' ASSOCIATION (PFA)

Effective July 1, 2023

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
FIRE CAPTAIN	30.64	7,436.21	89,234.49	32.30	7,837.77	94,053.20	34.04	8,260.97	99,131.69	35.88	8,707.05	104,484.56	37.82	9,177.20	110,126.45
FIRE ENGINEER	26.30	6,381.28	76,575.38	27.72	6,725.86	80,710.36	29.21	7,089.09	85,069.13	30.79	7,471.91	89,662.94	32.45	7,875.35	94,504.14
FIRE FIGHTER	23.11	5,608.24	67,298.93	24.36	5,911.12	70,933.49	25.67	6,230.31	74,763.72	27.06	6,566.74	78,800.88	28.52	6,921.35	83,056.18
FIRE PATROL ENGINEER	30.68	6,381.28	76,575.38	32.34	6,725.86	80,710.36	34.08	7,089.09	85,069.13	35.92	7,471.91	89,662.94	37.86	7,875.35	94,504.14

Effective July 1, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
FIRE CAPTAIN	31.87	7,733.66	92,803.87	33.59	8,151.28	97,815.32	35.40	8,591.41	103,096.96	37.32	9,055.33	108,663.94	39.33	9,544.29	114,531.51
FIRE ENGINEER	27.35	6,636.53	79,638.39	28.83	6,994.90	83,938.78	30.38	7,372.66	88,471.90	32.02	7,770.79	93,249.46	33.75	8,190.36	98,284.31
FIRE FIGHTER	24.04	5,832.57	69,990.89	25.33	6,147.57	73,770.83	26.70	6,479.52	77,754.27	28.14	6,829.41	81,952.91	29.66	7,198.20	86,378.43
FIRE PATROL ENGINEER	31.91	6,636.53	79,638.39	33.63	6,994.90	83,938.78	35.45	7,372.66	88,471.90	37.36	7,770.79	93,249.46	39.38	8,190.36	98,284.31