

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LOMA LINDA  
AND  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

**ARTICLE 1. PREAMBLE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the Loma Linda Professional Firefighters Local 935, hereinafter referred to as "Union", and the City of Loma Linda hereinafter referred to as "City," pursuant to California Government Code sections 3500 *et seq.* The parties recognize that the City's Personnel Rules and Regulations are applicable to unit members. The parties also recognize that the City maintains a City of Loma Linda Fire Department Operation Manual which applies to Fire Department personnel including unit members. The reference to certain portions of the Personnel Rules and Regulations, the Fire Department Operation Manual, and other existing policies and procedures is for convenience only. Other existing terms and conditions of employment not referenced herein are applicable to unit members.

**ARTICLE 2. RECOGNITION**

The City hereby recognizes Loma Linda Professional Firefighters Local 935 as the exclusive recognized organization for the employees in the classifications of Firefighter, Firefighter Paramedic, Engineer, and Captain, as well as employees in such classes as may be added to this unit hereafter by the City.

**ARTICLE 3. MANAGEMENT RIGHTS**

Except as otherwise provided in a memorandum of understanding adopted by the City Council, or in the personnel rules and regulations, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

- A. To determine the merits, necessity, or organization of any service or activity provided by law or executive order; the mission of its constituent departments, commissions and boards; budgets and appropriations of funds; and to set municipal fees and charges.
- B. To decide upon and manage all facilities and operations carried on by or on behalf of the City including the locations, methods, means, and employees by which the City's functions are to be conducted.
- C. To establish and change job contents and work methods, techniques, processes and production standards.
- D. To determine the size and composition of the work force and to direct the work force including the hiring, training, evaluation, promotion, demotion, discipline, discharge or transfer of employees.
- E. To determine the layout, machinery, equipment and materials to be used, and to introduce new, improved, adjusted or different methods of operation.
- F. To establish, implement and apply work quality and quantity standards.
- G. To transfer work from one job to another or from one work location or unit to another.
- H. To relieve employees from duty for lack of work, lack of funds or other reasons deemed by management to be in the public interest.

- I. To promote, grant pay increases and otherwise reward employees in accordance with the established pay plan.
- J. To establish and revise job classifications and allocate positions to classifications.
- K. To contract for the performance of City services, construction, maintenance, or any other work with outside public or private entities.
- L. In the event the City decides to contract out for Fire services, the City shall notify and negotiate, upon request, the effects of such decision on the terms and conditions of employment of unit members to the extent such effects are negotiable, prior to the implementation of the City's decision.

The parties recognize that a consolidated command staff exists between the City and the City of Colton. The parties understand and agree that City of Colton supervisors may have involvement in directing the work, evaluation, discipline, etc. of bargaining unit members.

#### **ARTICLE 4. UNION RIGHTS**

**A. Meet and Confer**

Except as set forth above under Management Rights, the Union retains the right to engage in the meet and confer process related to mandatory subjects of bargaining including, but not limited to, wages, hours and other terms and conditions of employment.

**B. Reasonable Access**

It is agreed that the Union shall have reasonable access to use City facilities for the conduct of general membership, board and committee meetings. The Union agrees that meetings shall not cause undue disruption of City Business by either frequency or duration. The Union shall obtain permission from the Fire Chief or his/her designated representative prior to the Union utilizing City facilities. Employees generally will not be allowed to engage in union activities during work time. If members desire to participate in a Union meeting during working hours, permission must first be received from the Fire Chief or his/her designee.

#### **ARTICLE 5. DUES**

The City shall deduct dues and other premiums biweekly of each Union member and remit to the Union for the duration of this Memorandum of Understanding. The monies deducted shall be amounts that the Union member authorizes in writing for the City to deduct.

The Union agrees to hold harmless and indemnify the City against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Union.

#### **ARTICLE 6. FIREFIGHTER PROCEDURAL BILL OF RIGHTS ACT**

The City and employees covered by this Agreement shall adhere to the provisions of Government Code Sections 3250 through 3262, known as the Fire Fighters Procedural Bill of Rights Act, and as amended. Prior to any interview of an employee involving disciplinary proceedings, or at any point during an interview where disciplinary action becomes a probability, the City shall advise the employee of his/her right to representation.

**ARTICLE 7. COMPENSATION**

The City agrees to provide bargaining unit members with a 2% Cost of Living Adjustment (COLA) to base compensation effective July 1, 2016.

The City agrees to provide bargaining unit members with a 2% increase to base compensation effective July 1, 2013, and a 2% increase to base compensation effective July 1, 2014.

**ARTICLE 8. SUPPLEMENTAL PAY**

A. Special Certification Pay

Each bargaining unit member shall receive the following monthly amounts if he/she possesses the requisite certificates:

		Effective July 1, 2016
Firefighter II	1.5%	2.0%
Company Fire Officer	2%	2.5%
Chief Officer	2.5%	3.0%
Executive Fire Officer	3.0%	3.5%

The above certification pay is non-cumulative.

B. Paramedic Incentive

The City will provide a paramedic incentive of \$150 per month for Firefighters, Engineers, and Captains who possess a current and valid paramedic certification. Effective July 1, 2015, the paramedic incentive shall increase to \$250 per month.

Amount to be annualized and equally divided amongst twenty- six(26) payperiods.

C. Overtime

7K Exemption – The City utilizes the statutory “7K” exemption for shift personnel pursuant to the Fair Labor Standards Act (FLSA). The work period for such employees shall be 24 days in length.

FLSA overtime is calculated at 0.625 hours per 24 hour regularly scheduled work period.

Hours worked in excess of the employee's regularly scheduled hours in a work shift shall be overtime.

Overtime shall be credited in fifteen (15) minute increments with no credit given for time worked which is less than fifteen (15) minutes.

Overtime worked by non-exempt employees in full-time positions shall be paid at time and one-half the employee's regular rate of pay. Safety employees may not have overtime hours converted to compensatory time.

For purposes of overtime computations authorized paid leave, sick leave, compensatory time, and holiday time taken shall be counted as hours worked, except that Safety shift employees whose regularly scheduled work shift falls on a holiday shall not have the hours counted as hours worked.

Overtime must be authorized in advance by the Fire Chief or his/her designee.

For the purpose of filling overtime, the Department's Overtime policy will be in effect for all unit members. During the first 6 months of employment with the City, a newly hired Firefighter or Firefighter/Paramedic shall not work voluntary overtime.

Force Hiring – To maintain minimum staffing levels, on occasion a person may be force hired. The Departments Force Hire policy will be in effect for all unit members.

**ARTICLE 9. HOURS OF WORK**

A. "48/96" Work Schedule – Each regular rotation will consist of 48 consecutive hours (comprised of two 24-hour shifts) starting at 0800 and ending at 0759 the following day, which will be followed by 96 hours off-duty, unless recalled to work.

For purposes of paid leave, other time off or shift coverage, each 48 hour on-duty period will be considered two consecutive 24-hour shifts, which may be taken off or covered individually.

B 48/96 Christmas Holiday Schedule 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 preceding shift (relief shift) as follows:.

The entire affected shift will work on December 22 and 25; the entire relief shift will work December 23 and 24.

These changes will be considered regular work days for the shifts.

Example:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
A	A	B	B	C	C

Changes to:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
B	A	A	B	C	C

C. Shift Trades

Shift trades shall be in accordance with the Department shift trade policy. During the first 6 months of employment with the City of Loma Linda, a newly hired Firefighter, or Firefighter Paramedic shall not engage in shift trades.

D. Telestaff (eff. 7/1/15)

Language to be developed outlining the current Telestaff procedures.

## ARTICLE 10. UNIFORM ALLOWANCE

### A. Newly Hired Employees

At time of appointment, the City shall provide employees with the following uniform items:

- 3 - Nomex Uniform Shirt and Pant Sets
- 5 - Blue T-Shirts
- 1 - Blue Long Sleeve T-Shirt
- 1 - Flexfit Style Hat
- 1 - Blue Cotton Shorts
- 1 - Blue Pullover Work Shirt
- 1 - Black Uniform Belt and Buckle
- 1 - Station Work Safety Boots
- 1 - Name Plate

### B. Yearly Amount

Members receive a total of \$800 per year as a uniform allowance. Said allowance shall be equally divided amongst twenty- six (6) pay periods. The uniform allowance will be reported to CalPERS in accordance with CalPERS procedures. Pursuant to IRS regulations, the uniform allowance will be reported as a taxable fringe benefit and subject to standard taxation.

### C. Supply and Maintenance of Uniforms

The City shall provide annually to all bargaining unit members the following:

- 5 T-shirts with approved Fire department Logo (short or long sleeved)
- 1 Baseball style had with approved FD Logo
- 1 pair of workout shorts or sweatpants with approved FD Logo

Members agree to supply and maintain all of their own uniforms and uniform accessories with the exception of their badges, which will continue to be supplied by and remain property of the City. The members agree to purchase and maintain uniforms in accordance with Fire Department Operational Manual Section 100: Uniform Policy to maintain professional appearance and uniformity. The Association shall maintain an on-hand supply and purchasing system of frequently needed uniform items as listed below:

1. T-shirts with approved Fire Department logo (both short and long sleeved)
2. Workout shorts with approved FD logo
3. Baseball style hat with approved FD logo
4. Sweatpants with approved FD logo

Other incidental items may be ordered by the Association for members to purchase on an as-needed basis, but will not be kept in stock, such as:

1. Approved job shirt with approved FD logo
2. FD approved belt buckles
3. Approved work jacket

### D. Uniform Replacement

The uniform allowance set forth above is intended to compensate employees for the maintenance and replacement of uniforms.

E. Duty Boot Allowance

The City provides one pair of station work safety boots for all employees at time of hire. The City also contributes \$150 toward the purchase of approved wildland firefighting boots. Replacement of approved work safety boots and subsequent contributions toward replacement of approved wildland firefighting boots may be granted at the sole discretion of the Fire Chief or his/her designee.

**ARTICLE 11. FRINGE BENEFITS**

A. Employee Insurance and Deferred Compensation Plan

Effective July 2015, the City contribution toward the Employee Insurance and Deferred Compensation program shall be \$1,100 monthly for the purchase of Health (CalPERS plans), dental (Delta Dental) and vision (VSP) insurances.

Any unused portion of the above-referenced contribution may be deposited into an ICMA Retirement Corporation 457 Deferred Compensation Plan account or taken as taxable income. Amounts taken as taxable income shall be subject to applicable federal and state wage withholdings. Insurance contributions and amounts taken as taxable income are not reported to CalPERS as they do not qualify as compensation earnable. The total cash out amount is divided between the first two paychecks each month.

B. Retirement

The City contracts with CalPERS to provide for the “3% @ 55” Full and Modified retirement formula.

- Effective July 1, 1991 the CalPERS contract is amended to include Section 20024.2, One-Year Final Compensation.
- Effective July 26, 2004 the CalPERS contract is amended to include the Survivors Continuance Clause, 1959 Level 4 Survivors Benefit (Section 21574 of the California Government Code).
- Each member pays the full 9% member contribution toward CalPERS, on a pre-tax basis.

C. Retiree Medical Contribution

Pursuant to the Public Employees’ Medical and Hospital Care Act Program, the City will contribute the statutory minimum towards the payment of medical insurance premiums for members who retire from the City of Loma Linda. The amount is adjusted annually by the CalPERS board to reflect any change in the medical care component of the Consumer Price Index.

D. Social Security/Medicare

Full-time safety members do not participate in Social Security; however, they do contribute 1.45% of their taxable earnings to Medicare.

E. Educational Incentive Benefits

All bargaining unit members who have completed their one-year probationary period with the City will be eligible to participate in the Education Incentive Program. Monthly remuneration (flat rate) is as follows:

		Intermediate Fire Certificate		Advanced Fire Certificate		
		<u>7-1-15</u>	<u>7-1-16</u>	<u>7-1-15</u>	<u>7-1-16</u>	
Firefighter	\$120	\$145	\$170	\$187	\$212	\$237
Fire Engineer	\$132	\$157	\$182	\$200	\$225	\$250
Fire Captain	\$165	\$190	\$215	\$248	\$273	\$298

Such compensation shall be annualized and equally divided amongst twenty six(26) pay periods. The intent of the parties is to provide Educational Incentive Benefits in the same manner as provided to members of the City of Colton Firefighters Association applicable on the date this MOU is approved, including the process and procedures referenced in the City of Colton Fire Department Operations Manual, Book 1, Chapter 5, Subject 22, “Education Incentive”.

F. Life Insurance

The City provides 100% of premiums for employee term life and AD&D coverage equal to one times the member’s annual salary, up to a maximum of \$150,000. Pursuant to IRS regulations, the cost to provide the life insurance above \$50,000 is a taxable fringe benefit. Additional voluntary life insurance for the member and qualifying dependents is available at the member’s cost.

G. Long-Term Disability

The City provides 100% of the premiums for long-term disability insurance with the California Association of Professional Firefighters (CAPF). Benefits are for non-work related injury or illness.

H. Health Club Membership

The City provides LLU Drayson Center memberships so that on-duty personnel may utilize the Center.

I. Employee Assistance Program

The City provides 100% of the premium for an Employee Assistance Program available through UNUM’s Work-Life Balance Program.

J. Dependent Care/Unreimbursed Medical Expense Program

Available through the City’s plan with Aflac, the plan enables participants to set aside pre-tax dollars for reimbursement of eligible dependent care expenses or eligible unreimbursed medical expenses.

K. Training Time

Attendance at training activities will be administered in accordance with the Fair Labor Standards Act. For example, mandatory training required by the Department is compensable while voluntary training that occurs off-duty by an independent trainer is not compensable.

L. Tuition Reimbursement Program

Effective July 1, 2015 the City shall reinstate the Tuition Reimbursement Program at \$1,000 per fiscal year maximum, pursuant to the City's Tuition Reimbursement Program Policy.

Effective July 1, 2016 the annual maximum shall increase to \$1,250 for members of the bargaining unit.

M. A.M. Workout (eff. 7/1/15)

The period between 0830 and 1000 hours shall be allotted to the employee each day for optional physical training (PT) provided no department, station or joint agency training is scheduled for that period and provided that no department activity, demonstration or community activity has been scheduled during that period. This period of 1 ½ hours shall be used by the employee for PT and shall include the morning break period. The employee shall be in uniform and ready for scheduled activities at 1000 hours. However, should the PT period be interrupted by an emergency or other activity, the PT period may, per guidelines set forth by the Fire Chief, continue upon return. The supervisor shall be responsible to assure that department activities and response readiness take priority over PT; occasionally PT may not occur due to scheduling conflicts or emergency call volume.

The employee shall be allowed to report to work in appropriate PT clothing unless there are scheduled activities which would require the employee to report in uniform.

The PT period may be declined, at the option of an employee. The employee shall then be responsible for duties as designated by his supervisor.

**ARTICLE 12. HOLIDAYS**

A. Holiday Pay

Full time safety employees working twenty-four (24) hour shifts shall receive twelve (12) hours of pay at their 56-hour hourly pay rate for each scheduled holiday and such pay shall be six (6) hours of their 56-hour hourly pay rate for one-half day holidays. The amount of compensation associated with the nine (9) 12-hour and two (2) 6-hour holidays (one hundred twenty [120] hours) shall be equally divided amongst twenty-six (26) pay periods. The other two (2) holidays shall be available for employee use as Floating Holidays.

B. Annual Holidays

The annual holidays shall be:

January 1 - New Year's Day  
3<sup>rd</sup> Monday in January – MLK Day  
3<sup>rd</sup> Monday in February - President's Day  
Last Monday in May - Memorial Day  
July 4 - Independence Day  
1<sup>st</sup> Monday in September - Labor Day

November 11 - Veterans Day  
4<sup>th</sup> Thursday in November - Thanksgiving Day  
December 24 – Christmas Eve (1/2 day or 6 hours)  
December 25 – Christmas Day  
December 31– New Year's Eve (1/2 day or 6 hours)  
Two (2) days selected by the employee – Floating  
Holidays, with the approval of the Fire Chief or  
his/her designee

**ARTICLE 13. LEAVES**

A. Paid Leave

Paid Leave is time off with pay for vacation, personal business, short term illness or disability due to non-work related injuries, pregnancy or other reasons requiring the employee's absence from work. Paid leave is posted biweekly and is available for use after ninety (90) days of full-time employment. Employees who take paid leave are responsible for securing coverage for the employees' assigned shift(s). This requirement will no longer apply once an automated staffing system is put in place by the City.

1. Accrual

Full-time safety employees working twenty-four (24) hour shifts shall accrue paid leave in accordance with the following:

<u>Years of Continuous Service</u>	<u>Hours Accrued per Month</u>	<u>Maximum Hours Permitted In Employee's Account</u>
1 Month - 5 years	16	312
6 - 10	21	432
11	22	456
12	23	480
13	24	504
14	25	528
15 +	26	552

When the credited hours reach the, "Maximum Hours Permitted In Employee's Account", accrual stops until the credited amount is below the maximum.

2. Paid Leave Usage

- (a) Employees may not take paid leave during their first three (3) months of service.
- (b) Paid leave shall be taken at a time determined by the Fire Chief or his/her designee with due regard for the wishes of the employee and particular regard for needs of the service.
- (c) Unless otherwise approved by the employee's supervisor, an employee shall submit a request to take paid leave, for other than their personal illness or injury or illness

or injury of the employee's child, parent, spouse, or domestic partner, to their supervisor at least two (2) calendar days prior to the intended start of the leave.

(d) With the exception of employees serving an original probationary period, employees working on a shift basis must take a minimum seventy-two (72) hours in each anniversary period.

(e) An employee's paid leave account will not be affected by municipal holidays that occur while the employee is absent on paid leave.

3. Pay for Unused Paid Leave

Upon termination an employee will be paid at his/her base hourly rate for all unused hours in his/her paid leave bank. Such payment shall not be construed as extending the employee's period of employment.

4. Credit for Prior Service

If a person was employed with another government agency immediately prior to his/her appointment to a City position, full or partial credit may be allowed by the City Manager for that service time in establishing the employee's accrual rate.

B. Sick Leave

1. Accrual

Full time safety employees working twenty-four (24) hour shifts shall accrue sick leave in accordance with the following:

<u>Hours Accrued per Month in Employee's Account</u>	<u>Maximum Hours Permitted of Continuous Service</u>
10	516

2. Sick Leave Usage

Sick leave may be used by an employee under the following guidelines:

(a) Medical verification may be required for an employee absence beyond 48 hours of sick leave.

(b) In any given calendar year, an employee may use up to the amount of sick leave accrued in a six-month period to attend to an illness of a child, parent, spouse, or domestic partner of the employee.

(c) If leave abuse is suspected, then the City reserves the right to request medical verification for any absence.

3. Pay for Unused Sick Leave

(a) Annually, an employee who has in excess of 516 hours of unused sick leave may be paid at his/her base hourly rate for a maximum of 120 hours of unused sick leave in excess of the 516 hours.

(b) Upon termination, safety employees working a twenty four (24) shift will be paid for one-third (1/3) of unused sick leave up to 516 hours and for no more than 120 hours of any excess over 516 hours. A payment for unused sick leave shall not be construed as extending the employee's period of employment.

C. Bereavement Leave

Any unit member may be granted a maximum of 2 twenty-four hours shifts with pay, to be used in the event of a death in their immediate family. For purposes of this section, "immediate family", is defined as the employee's spouse or the employee's or spouse's grandparent, parent, brother, sister, child or other relatives who are members of the employee's household.

D. Family Medical Leave

An employee who has been employed by the City for at least 12 months and who has been paid for at least 1250 hours during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence without pay, with right to return to the position, for the purpose of the birth or adoption of a child and/or due to the employee or his/her child, spouse/domestic partner or parent suffering from a serious health condition, as required by the Family Medical Leave Act of 1993 and California Family Rights Act.

E. Leave of Absence without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed six months. A leave for a period longer than six months may be approved by the City Council, but in no event shall a leave exceed one year, with the exception of military leave. Upon expiration of an approved leave, the employee shall be reinstated in a position in the class held at the time leave was granted. Failure of an employee on leave to report to work at its expiration shall be cause for discharge. An employee on leave in excess of two weeks shall not be entitled to receive or accrue employee benefits.

F. Blood Donation

With the prior approval of the appointing authority and upon submitting proof of donation, regular or promotional probationary employees donating blood without receiving compensation for such donation may be granted four (4) hours off with pay for each donation.

G. Civic Responsibility Leave

1. Jury Duty

Absence from work because of required jury duty will be considered an excused absence with pay. To receive his/her full salary the employee must turn in to the Finance Department the court issued statement of attendance and pay received for jury service excluding reimbursement for travel expenses.

2. Witness Appearance

Absence from work due to an employee being called as a witness in a public office malfeasance suit related to the City will be considered an excused absence with pay.

3. Voting

If an employee does not have sufficient time outside regular work hours within which to vote at general, direct primary, or presidential primary elections, s/he may take off such working time as will enable him/her to vote. The scheduling of the time shall be subject to approval of the department head. A maximum of two (2) hours with pay may be taken.

4. Salary during Temporary Military Leave

Payment of employees on temporary military leave is governed by Section 395.1 of the Military and Veterans Code of the State of California. The time when leave is taken shall be subject to the department head's discretion subject to applicable military regulations.

H. Leave for Work Related Injury

Unit members shall be afforded all rights pursuant to state workers compensation laws.

I. Mandatory Medical Leave

The Fire Chief or his/her designee may require an employee to submit to a medical examination when in his/her opinion the employee is incapacitated for work due to illness or injury. The physician shall be designated by the appointing authority or the employee may request a physician of his/her own choice. If the physician's report indicates that the employee is unfit for duty, the employee shall take a leave of absence, if so directed by the appointing authority, until such physical condition is corrected and verified by a physician approved by the City. Such verification and related expense by the employee's own physician shall be the employee's responsibility. Any verification and related expense by the City's physician shall be the City's responsibility.

**ARTICLE 14. LAYOFF**

1. Purpose

The public interest may require the elimination, curtailment or reorganization of a public service which in turn may require the layoff of one or more employees. The layoff procedure is intended to minimize the impact of staff reductions on City services and ensure that employees are treated fairly in the processing of layoffs.

2. Procedure

(a) When a position is to be abolished the names of all employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. For purposes of this section, time served on a military leave of absence shall be considered City service. In selecting persons to be laid off those employees at the top of the list shall be laid off first. When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

(b) A promotional probationary employee, probationary employee, or regular employee subject to layoff under these provisions may request demotion to a position in a lower public safety class in lieu of layoff, provided the employee is qualified for the lower class. If the employee makes such request, employees occupying positions in the affected class shall be listed in reverse order of their lengths of continuous City service; i.e., those having the least seniority will be listed first. The employee subject to layoff shall have his/her name placed among the other names on the list. For purposes of this section, time served on a military leave of absence shall be considered City Service. In selecting persons to be laid off those employees at the top of the list shall be laid off first. When employees have equal seniority, performance shall determine who shall be laid off. Deviation from this procedure is permitted when it can be clearly demonstrated that an employee possesses special skills and knowledge necessary to the efficient operation of City services. In this event the employee may be retained over employees having more seniority provided that none of those having more seniority possess the requisite skills and knowledge.

3. The names of laid off employees shall be listed on a re-employment list in the reverse order of their dates of layoff for a period of 24 months. Under no circumstances shall a new employee be hired or promoted into a position where a layoff occurred until the previous laid-off employee is first offered their previous position. In order to be eligible for rehire, an individual on the reemployment list must meet the minimum qualifications for the position.

#### **ARTICLE 15. OFF-DUTY EMPLOYMENT**

Consistent with the City's Off-Duty Employment Policy, no union member shall engage in any employment, activity, or enterprise for compensation of any kind or character which is inconsistent, incompatible, or in conflict with his duties as an officer or employee of the City. All requirements and procedures set forth in the City's Off-Duty Employment Policy are applicable to unit members.

#### **ARTICLE 16. MODIFIED DUTY POLICY**

The City has established a Modified Duty Program for Work Related Injuries as a means of establishing procedures for a uniform response and handling of work related injuries. The City's Modified Duty Program for Work Related Injuries applies to unit members.

#### **ARTICLE 17. GROOMING STANDARDS - BODY ART AND TATTOO STANDARDS**

The existing grooming and body art/tattoo standards set forth in the Fire Department Operational Manual are applicable to bargaining unit members.

#### **ARTICLE 18. WAIVER CLAUSE**

Except as stated in other portions of this MOU, the City and Union, for the life of this MOU, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU. However, they may meet by mutual agreement or as required by the Government Code.

#### **ARTICLE 19. PRODUCTIVITY**

The City and Union shall work together in the interest of providing the highest possible level of service to the public; maintaining and improving the efficiency of all municipal operations; conserving materials,

equipment and supplies; and improving staff productivity through the continuing development of required work knowledge and skills.

**ARTICLE 20. CONCLUSION OF AGREEMENT**

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council up through the period ending June 30, 20157.

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies and practices of the City. Provisions of this Memorandum of Understanding apply only to employees represented by the Union.

**ARTICLE 21. CITY COUNCIL DETERMINATION**

This Memorandum of Understanding shall be presented to the Loma Linda City Council for its consideration and ratification.

**LOMA LINDA PROFESSIONAL  
FIREFIGHTERS LOCAL 935**

**CITY OF LOMA LINDA**

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATED \_\_\_\_\_

DATED \_\_\_\_\_

**APPENDIX "A"**

**CITY OF LOMA LINDA  
TABLE OF POSITIONS CLASSIFICATIONS  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935**

Firefighter  
Firefighter Paramedic  
Engineer  
Captain

**APPENDIX "B"**

**COMPENSATION PLAN  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935  
JULY 1, 2015**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$56,480.78	\$73,931.49
FIRE ENGINEER	FIRE 4	\$65,383.55	\$85,584.93
FIREFIGHTER/PARAMEDIC	FIRE 4	\$65,383.55	\$85,584.93
FIRE CAPTAIN	FIRE 8	\$79,474.13	\$104,029.02

**COMPENSATION PLAN  
LOMA LINDA PROFESSIONAL FIREFIGHTERS LOCAL 935  
JULY 1, 2016**

<u>POSITION TITLE</u>	<u>PAY GRADE</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
FIREFIGHTER-EMT	FIRE 1	\$57,610.39	\$75,410.11
FIRE ENGINEER	FIRE 4	\$66,691.23	\$87,296.63
FIREFIGHTER/PARAMEDIC	FIRE 4	\$66,691.23	\$87,296.63
FIRE CAPTAIN	FIRE 8	\$81,063.60	\$104,029.02