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**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**THE CITY OF RIALTO**



*AND*



**FIRE MANAGEMENT**

*July 1, 2015  
through  
June 30, 2016*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RIALTO  
AND THE RIALTO FIRE MANAGEMENT ASSOCIATION  
(RFMA)**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF RIALTO  
AND  
THE RIALTO FIRE MANAGEMENT ASSOCIATION  
(RFMA)**

The following provisions constitute the agreements reached by the City of Rialto (City) and the Rialto Fire Management Association (Association) during recent negotiations. The City and Association have agreed to the following terms regarding wages and benefits:

**PREAMBLE**

This Memorandum of Understanding (MOU or Agreement) is entered into with reference to the following facts:

- A. The Association is the recognized employee organization for safety personnel employed by the City in the safety classifications of Fire Division Chief, Administrative Battalion Chief (Admin BC), Shift Battalion Chief (Shift BC) and Emergency Medical Services Coordinator (EMSC). (Division Chief, Administrative Battalion Chief and Emergency Medical Services Coordinator are defined as forty (40) hour/week assignments; Shift Battalion Chief is defined as a fifty-six (56) hour/week assignment.) Additional classification included in this association, which is non-safety, is the Fire Marshal (FM) position.
- B. In the interest of maintaining harmonious relations between the City and its employees, authorized representatives of the City and the Association have met and conferred in good faith, exchanging various proposals concerning wages, hours and other terms and conditions of employment of affected employees.
- C. The authorized representatives of the City and the Association have reached agreement as to certain changes in wages, hours and other terms and conditions of employment of the affected employees which shall be submitted to the City Council of the City for adoption and implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action.
- D. Except for the provisions of overtime, which shall retroactively be in force from July 1, 2015, all elements of this agreement are intended to be in force upon the date of approval of this MOU.

**ARTICLE 1.  
TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2015 to June 30, 2016.

**ARTICLE 2.  
WAGES**

Wage rates are set forth in Appendix A.

**ARTICLE 3.  
CAFETERIA BENEFIT PLAN**

- A. Employees shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.
- B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The cafeteria plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution which is outlined in Section C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and dental benefits provided through City plans. The employee may also choose the opt-out provision of the cafeteria plan as outlined in Section D.
- C. Employees will receive \$1,200 per month as the City's contribution to their cafeteria plan for health, vision, and dental insurance premiums.
- D. Opt-out provision - will enable an employee to receive up to 100% of the City's contribution to the cafeteria plan. An employee must provide the City with written notice/waiver of paid group health insurance premiums for which the employee is eligible. Then, the employee shall be provided up to 100% of the City contribution which may be taxable compensation or be placed into a deferred compensation plan. Documentation is required to verify that insurance is established.
- E. **If, during the term of this MOU, the City provides the Police Management Unit a higher amount of "cafeteria dollars," the same amount will also be given to Association employees.**

**ARTICLE 4.  
HEALTH INSURANCE FOR RETIREES**

RETIRED EMPLOYEES - Retirees are not eligible for the Cafeteria Plan. Retirees, however, shall retain all current PERS health benefits. The City shall provide retiring employees the same PERS health insurance options provided to active employees.

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by PERS.

The City shall contribute to the retired employees' plan according to the following schedule:

EMPLOYEE ONLY	\$279.25/month
EMPLOYEE + 1	\$558.49/month
EMPLOYEE + 2 OR MORE	\$726.04/month

**ARTICLE 5.  
DENTAL INSURANCE**

This benefit is now encompassed in Article 3 for active employees (Cafeteria Benefit Plan).

**ARTICLE 6.  
VISION INSURANCE**

This benefit is now encompassed in Article 3 for active employees (Cafeteria Benefit Plan).

**ARTICLE 7.  
LIFE INSURANCE**

The City shall pay 100% of the premium for life insurance coverage for employee and dependents. The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	\$75,000
Spouse	\$10,000
Children	\$5,000

If the employee desires additional insurance coverage above and beyond the \$75,000 or other life insurance benefit provided by the City, the employee will pay 100% of that additional insurance cost.

**ARTICLE 8.  
TIME ACCOUNTING FOR EMPLOYEES**

- A. Time accounting for Shift Battalion Chiefs will be a 56-hour work week. A compensation rate for such 56-hour personnel is included in the salary chart. Fringe benefits for sick, vacation, and holiday leave will be figured using a conversion factor of 1.400 (56/40 = 1.400)
- B. Time accounting for the Fire Division Chief, Administrative Battalion Chiefs, the Emergency Medical Services Coordinator, and the Fire Marshal will be a 40 hour workweek. A compensation rate for such 40-hour personnel is included in the salary chart. Fringe benefits for sick, vacation, and holiday leave will be figured using a conversion factor of 1.00 (40/40 = 1.000)

**ARTICLE 9.**  
**SICK LEAVE**

- A. SICK LEAVE ACCUMULATION — Sick leave is accumulated at the rate of ten (10) hours per month for 40-hour week personnel and fourteen (14) hours per month for 56-hour per week personnel. This amounts to one hundred twenty (120) hours per year for 40-hour employees and one hundred sixty-eight (168) hours per year for 56-hour per week personnel. Time is charged to the employee on an hour for hour basis.
- B. SICK LEAVE — CASH OUT Cash outs will be suspended for the term of this MOU. Thereafter, employees with ten (10) consecutive years of service and with a minimum of three hundred fifty (350) hours for accumulated unused sick leave on the books, shall be eligible to cash out up to one hundred twenty-seven (127) hours per year. The employee may opt to take any increments of sick leave time in the first pay period in November and/or the first pay period in May of each year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and fifty (350) hours. No more than one-hundred twenty-seven (127) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current salary rate.
- C. SICK LEAVE — UNUSED — At the time of separation from service, the employee shall receive compensation for the number of hours credited to him/her as accrued sick leave on his/her last actual day at the rate described below. Employees terminated for cause shall not be eligible for any benefits under this provision.
1. Upon retirement or separation after five (5) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for fifty percent (50%) of the accrued hours; after ten (10) years of compensated service, he/she shall receive compensation at his/her current rate at separation for sixty five percent (65%) of the accrued hours; after fifteen (15) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for seventy five percent (75%) of the accrued hours; after twenty (20) consecutive years of compensated service, the employee shall receive compensation for one hundred percent (100%) of accrued hours.
  2. In the event of retirement due to a disability injury sustained while performing compensated duties, and after five (5) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for fifty percent (50%) of the accrued hours; after ten (10) years of compensated service, he/she shall receive compensation at his/her current rate at separation for sixty five percent (65%) of the accrued hours; after fifteen (15) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for seventy five percent (75%) of the accrued hours; after twenty (20) consecutive years of compensated service, the employee shall receive compensation for one hundred percent (100%) of accrued hours.

3. In the event of a service connected death, after five (5) consecutive years of compensated service, his/her estate shall be paid one hundred percent (100%) of the accrued hours at his/her regular rate at the time death.
4. In the event of a non-service connected death, after five (5) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for fifty percent (50%) of the accrued hours; after ten (10) years of compensated service, he/she shall receive compensation at his/her current rate at separation for sixty five percent (65%) of the accrued hours; after fifteen (15) consecutive years of compensated service, he/she shall receive compensation at his/her current rate at separation for seventy five percent (75%) of the accrued hours; after twenty (20) consecutive years of compensated service, the employee shall receive compensation for one hundred percent (100%) of accrued hours.

**ARTICLE 10.  
PERSONAL LEAVE**

Employees may use accrued and available sick leave entitlement to attend an illness of a child, parent, spouse, or registered domestic partner. In one calendar year, employees may use an amount of sick leave not less than that which normally accrues to them during six months for such purposes.

**ARTICLE 11.  
INDUSTRIAL LEAVE OF ABSENCE**

**[THIS ARTICLE WILL BE DELETED ONCE THE NEW ADR PROGRAM HAS  
BEEN AGREED TO.]**

- A. City adheres to State Labor Code law regarding leave for on-the-job injuries.
- B. An employee has a choice of doctor and hospital on a work-related injury provided he/she have notified the City's Human Resources Department in writing of the doctor and hospital of their choice subject to approval. If such notification has not been made, during normal business hours for non-life threatening injuries, the employees will report to the City's current occupational health provider. However, if injuries occur outside of normal business hours, employees will report to the City current occupational health provider's emergency room for treatment.
- C. Employees prescribed physical therapy from a work related injury during working hours shall be granted time without the use of their personal time off.

**ARTICLE 12.  
BEREAVEMENT LEAVE**

Any eligible employee who is absent from work by reason of a death in the immediate family may be allowed a leave of absence with pay. A maximum of three (3) shifts may be

taken for leave for 56-hour per week personnel and a maximum of forty (40) hours may be taken for 40-hour per week personnel. Such leave shall not exceed a total of three (3) cumulative shifts in any fiscal year for 56-hour per week personnel or forty (40) hours in any fiscal year for 40-hour per week personnel. This leave must be requested in writing, with the approval of the Fire Chief and the Director of Administrative and Community Services, or their designee.

For purposes of this article, "immediate family" is defined as wife, husband, mother, father, grandparents, brother, sister, children or stepchildren, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents-in-law, or registered domestic partners (so long as required by California law) of the employee.

**ARTICLE 13.  
ADMINISTRATIVE LEAVE**

- A. Each year on July 1, one-hundred twenty (120) hours of administrative leave shall be credited to each employee.
- B. Use of administrative leave shall be at the discretion of the employee with prior approval of the Fire Chief.
- C. Administrative leave will be prorated and credited to newly hired employees in the unit.
- D. Administrative leave must be used by June 30 of each fiscal year; hours not used shall be forfeited.

**ARTICLE 14.  
DEFERRED COMPENSATION**

- A. The City shall pay four hundred dollars (\$400) monthly toward a deferred compensation plan for each employee.
- B. Employees will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.
- C. If, during the term of this MOU, the City provides the Police Management Unit a higher amount of deferred compensation, the same amount will also be given to employees.

**ARTICLE 15.  
HOLIDAYS**

- A. The following is the schedule of holidays granted to employees:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day

Cesar Chavez Day                      Christmas Eve  
Memorial Day                            Christmas Day  
Independence Day

- B. For employees in the classifications of Fire Division Chief, Administrative Battalion Chiefs, the Emergency Medical Services Coordinator, and the Fire Marshal holidays which fall on a Friday or Saturday shall be observed the previous Thursday. Holidays which fall on a Sunday shall be observed the following Monday.
- C. Holidays shall be paid and earned as holidays occur.

**ARTICLE 16.  
UNIFORM ALLOWANCE**

A uniform allowance of one thousand six hundred dollars (\$1,600) per year shall be paid semi-annually in arrears (half (\$800) the first pay period in January and half (\$800) the first pay period in July) with no receipts.

New employees who promote from the Local 3688 bargaining unit will receive two initial uniforms upon promotion. This will apply only to Captains promoting to the rank of Battalion Chief.

New employees hired on or after July 1, 2015 shall be paid one-half of the uniform allowance (\$800) at the first paycheck after the hire date, and then semi-annually thereafter, as provided in this article.

**ARTICLE 17.  
VACATION**

- A. No employee shall be granted vacation time he/she has not earned.
- B. Employees in the classification of Fire Division Chief, Administrative Battalion Chief, the Emergency Medical Services Coordinator, and Fire Marshal may accrue a maximum of six hundred (600) hours as of December 31 of any calendar year. No hours in excess of 600 will be accrued or paid to the employee.
- C. Employees in the classification of Shift Battalion Chief may accrue a maximum of eight hundred forty (840) hours, or thirty-five (35) shifts of vacation leave as of December 31 of any calendar year. No hours in excess of 840 will be accrued or paid to the employee.
- D. Vacation leave will be earned at the following rates:

**Years of City Service**

**Hours Per Pay Period Earned on  
Anniversary**

Tier 1: 0 years through 4 years	4.62 for 40-hour employees 6.46 for shift employees
Tier 2: 5 years and above	6.15 for 40-hour employees 8.30 for shift employees

**ARTICLE 18.  
VACATION**

- A. Effective on the first pay day after July 1 of each year, 40-hour/week employees may “cash-out,” at the employee’s current salary rate, up to one-hundred eighty (180) hours of vacation leave if a minimal balance of eighty (80) hours accrued vacation is maintained after the cash out.
- B. 40-hour/week employees shall be eligible to cash-out or deposit into the City’s Deferred Compensation Program Account up to one-hundred eighty (180) hours vacation leave time per fiscal year. The employee may opt to cash out in ten (10) hour minimum increments up to 12 times per year, as long as such cash out shall not deplete the employee’s accrued vacation leave below eighty (80) hours.
- C. Effective on the first pay day after July 1 of each year, employees in the classification of Shift Battalion Chief may “cash-out”, at the employee’s current salary rate, up to two-hundred fifty-two (252) hours of vacation leave if a minimal balance of one hundred twelve (112) hours accrued vacation is maintained after the cash out.
- D. Shift Battalion Chiefs shall be eligible to cash-out or deposit into the City’s Deferred Compensation Program Account up to two-hundred fifty-two (252) hours vacation leave time per fiscal year. The employee may opt to cash out in twenty-four (24) hour minimum increments up to 12 times per year, as long as such cash out shall not deplete the employee’s accrued vacation leave below one hundred twelve (112) hours.

**ARTICLE 19.  
PROFESSIONAL DEVELOPMENT**

The City agrees to reimburse employees up to one thousand six hundred dollars (\$1,600) per fiscal year for employee training and development.

This benefit shall not be applied to coursework, classes, workshops, or seminars that are part of the employee’s effort to earn credits toward the educational incentive plan provided for in Article 21. The course must be job-related and be taken for reimbursement with prior written approval of the Fire Chief or designee.

**ARTICLE 20.  
COURT FINES**

The City shall pay the court fines imposed upon any employee, when such fine is the result of a faulty vehicle or vehicular equipment and provided that such fine did not result from improper or negligent operation of the vehicle or equipment on the part of the employee.

**ARTICLE 21.  
EDUCATION INCENTIVE**

The City shall continue the Educational Incentive benefit, which is based on the following criteria:

**Those hired prior to January 1, 2014:** All employees hired or promoted prior to January 1, 2014 shall continue to receive their 5% educational benefit and shall not be eligible for educational benefits described below under this Article.

**2.5 % Educational Incentive Benefit:**

Training Points	15	30	45	Firemanship	Firemanship
Education Points	15	30	45	Associate's	Bachelor's
Years Experience	8	6	4	4	2

**5% Educational Incentive Benefit:**

Training Points	30	45	Firemanship	Firemanship	Firemanship
Education Points	30	45	Associate's	Bachelor's	Master's
Years Experience	12	9	9	6	4

**7.5% Educational Incentive Benefit:**

- 14 Years Experience
- San Bernardino County Strike Team Leader Certification
- CA State Fire Marshal Certification as a Company Officer
- Associate of Arts or Science Degree
- Rank of Battalion Chief or higher for a minimum of two years

**OR**

- 12 Years Experience
- San Bernardino County Strike Team Leader Certification CA State Fire Marshal Certification as a Chief Officer Bachelor of Arts or Science Degree
- Rank of Battalion Chief or higher for a minimum of one year

**10% Educational Incentive Benefit:**

17 Years Experience  
San Bernardino County Strike Team Leader Certification  
CA State Fire Marshal Certification as a Company Officer  
Associate of Arts or Science Degree  
Rank of Battalion Chief or higher for a minimum of three years

**OR**

15 Years Experience  
San Bernardino County Strike Team Leader Certification  
CA State Fire Marshal Certification as a Company Officer  
Bachelor of Arts or Science Degree  
Rank of Battalion Chief or higher for a minimum of two years

**Those hired on or after January 1, 2014:** Employees hired on or after January 1, 2014, with a Bachelors degree shall be compensated 5% of employee's base salary monthly. The Division Chief position is not eligible for this incentive pay.

Employees hired on or after January 1, 2014, with a Masters degree shall be compensated 7.5% of employee's base salary monthly.

The above increases are not cumulative.

**ARTICLE 22.  
FINANCIAL DISCLOSURE**

The City shall only require financial disclosure by an employee as provided in the City's Conflict of Interest Code, which conforms with State Government Code.

**ARTICLE 23.  
PERSONAL PROPERTY — REPLACING & REPAIRING**

The City shall continue to provide for the cost of replacing or repairing personal property of an employee which is lost, damaged, or stolen in the performance of duty. Personal items essential to job performance shall be replaced. After review, the reimbursement amount, if any, shall be determined by the Fire Chief, without appeal.

**ARTICLE 24.  
POLYGRAPH EXAMINATION**

No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a employee for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "The City of Rialto does not compel fire safety personnel to submit to polygraph examinations."

**ARTICLE 25.**  
**PHYSICAL EXAMINATION / DOCTOR'S CERTIFICATE**

As provided by State law and City personnel rules (Rule VII, Section 2 (d) and Rule XII, Section 2), the City shall bear the cost of any medical examination or physician's certificate when such examination or certificate is required and directed by the City.

If an employee has been off duty due to an extended illness or injury (extended means eleven [11] working days or more for forty [40] hours per week personnel or seven [7] or more shifts for fifty-six [56] hours per week personnel), he/she will be required to submit a return to work authorization from his/her physician.

The City will bear that portion of the examination cost which the employee's insurance does not pay.

**ARTICLE 26.**  
**PROBATIONARY PERIOD**

Both Rialto Municipal Code Section 2.50.100 and Personnel Rule X, Section 1, line 26, establish the probationary period for fire safety personnel as one year from the date of appointment (in-service date) or promotion.

**ARTICLE 27.**  
**RE-EMPLOYMENT**

Personnel Rule XIV, Section 5, provides for reinstatement within one year: "With the approval of the appointing power and the Personnel Officer, an employee who has resigned with a good record may be reinstated within one year to his former position, if vacant, or to a vacant position in the same or comparable class." The salary range and step (with general increases, if any) are reinstated to the employee. Seniority and accrued benefits are lost.

**ARTICLE 28.**  
**SAFETY EQUIPMENT**

The City will continue to furnish the required safety equipment to all employees who are required by State law to have safety equipment.

**ARTICLE 29.**  
**PROMOTIONAL PAY**

Employees promoted to a higher classification shall be placed into the new pay range at step 6 or at a step no less than 5% increase above their current salary, whichever is greater.

The City shall continue the above practice for promotional salary increases.

**ARTICLE 30.  
HAZARDOUS MATERIALS PAY AND ANNUAL PHYSICALS**

Any employee certified by the state as a Hazardous Materials Specialist or Technician, or a Hazardous Materials Incident Commander and subject to serve as an Incident Commander at Hazardous Materials Incidents shall be compensated 4.5% of the employee's base salary monthly. Hazardous Materials Specialists shall continue to receive annual medical surveillance physicals.

**ARTICLE 31.  
BILINGUAL PAY**

Employees certified by the City as bilingual or a sign linguist and required to utilize their abilities as part of their regular duties shall be compensated at the rate of fifty dollars (\$50.00) per pay period.

**ARTICLE 32.  
LONGEVITY PAY**

Employees with ten (10) to nineteen (19) years of public fire service will receive longevity pay equal to two and one-quarter percent (2.25%) of their base salary. Employees with twenty (20) or more years of public fire service will receive longevity pay equal to three and one-half percent (3.5%) of their base salary.

**ARTICLE 33.  
ACCREDITATION AND CERTIFICATE PAY**

- A. Strike Team Leader. Any employee certified by the County of San Bernardino as a Strike Team Leader shall be compensated 3.5 percent of the employee's base salary monthly. EMS equivalent to Strike Team Leader See **Appendix "B" - Step One** shall be compensated 3.5% of the employee's base salary monthly.
- B. Chief Officer Certification. Any employee certified as a Chief Officer by the California State Fire Marshall shall be compensated 6.0% of the employee's base salary monthly. EMS equivalent to Chief Officer Certification See **Appendix "B" — Step Two** shall be compensated 6.0% of the employee's base salary monthly.
- C. Executive Fire Officer. Any employee obtaining National Fire Academy Executive Fire Officer designation shall be compensated 8.5% of employee's base salary monthly. EMS equivalent to Executive Fire Officer See **Appendix "B" — Step Three** shall be compensated 8.5% of the employee's base salary monthly.
- D. Paramedic. Any employee, with the exception of those serving as an Emergency Medical Services Coordinator or a Fire Marshall, who has a current paramedic license shall be compensated an additional two and one-half percent (2.5%) of the employee's base monthly salary. In situations where a regular firefighter/paramedic is not available,

any employee receiving paramedic pay may be required to perform paramedic functions until a full-time firefighter/paramedic replacement can be arranged.

- E. Paramedic Pediatric Trainer. The Emergency Medical Services Coordinator, who has a current paramedic pediatric trainer certification shall be compensated four and one-half percent (4.5%) of the employee's base monthly salary.
- F. Fire Investigator. Any employee holding the position of Battalion Chief or Division Chief who is certified as a Fire Investigator shall be compensated an additional two and one-half percent (2.5%) of the employee's base monthly salary. The criteria to be certified as a Fire Investigator included obtaining the following certifications: California State Fire Marshal Investigation 1A and 1B; and PC 832 Arrest, Search and Seizure.

#### **ARTICLE 34. SAVINGS CLAUSE**

If any of the provisions contained in this Memorandum of Understanding are determined to be unlawful, then only such provisions(s) shall be deleted from this MOU with the remainder of the MOU remaining in full force and effect. Upon the issuance of a decision declaring any section of the MOU to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer immediately concerning only those sections.

#### **ARTICLE 35. SENIORITY**

Seniority is herein defined to be an employee's length of service, with no break in service, within the Fire Department and/or classification in which the employee is presently assigned. The Department may consider seniority in vacation scheduling, shift assignments, and transfers within classifications.

#### **ARTICLE 36. JURY DUTY SERVICE**

Upon the receipt of a jury duty service notice, the employee shall immediately notify his/her supervisor and provide a copy of the notice to the supervisor. Fire shift personnel that are required to report for jury duty may be absent with pay for up to eight hours per day plus travel time. If the employee is scheduled to report to jury duty two hours or more after the start of work, the employee must report to work prior to jury duty unless due to location circumstance, does not need to report if approved by a chief officer.

If the employee is selected to serve on a jury and they are sequestered for the night, the employee shall be paid for the entire shift. If the employee is released from jury duty one hour or more prior to the end of the shift, the employee must return to work.

Employees receiving a notice for “Telephone Standby” for jury duty shall report to work. Employees will call the jury commissioner’s office from work to find out if they are required to report for jury duty.

**ARTICLE 37.  
RETIREMENT**

**A. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

Employees hired after January 1, 2013, who are “new members” (as defined in Government Code Section 7522.04(0), or its successor) shall be enrolled in the Public Employee Retirement System two point seven percent (2.7%) at 57 Plan, as required by law.

For other employees, the City shall continue its contract with PERS for the three percent (3%) at age 50 retirement plan with widow’s one-half continuance. The retirement benefit shall be based on the single highest year. Informational booklets regarding the retirement plan are available in the Human Resources Department.

**B. EMPLOYEE COMPENSATION**

As required by law, new members, as defined above, shall be required to pay fifty percent (50%) of the expected normal cost rate for their benefits. (This amount is thirteen percent (13%) of reportable compensation as of January 1, 2013.) Consistent with the agreement between the City and PERS setting forth the Employee Cost sharing terms set forth herein, bargaining unit members who are not new members will pay twelve percent (12%) of their salary towards the employer’s share of PERS contribution effective the pay period that includes July 1, 2013. The City will continue to pay the Employer Paid Member Contribution which is currently nine percent (9%) pursuant to Government Code Section 20691.

Members agree to contribute the additional 3% cost sharing amount above the previously agreed upon 9%, (for a total of 12%) as a pretax salary reduction until such time as a contract amendment with Ca1PERS can be processed.

All contributions made by employees described in the previous section above shall be in accordance with IRS Code Section 414(h)(2) (or any subsequent amendments to said IRS code section), whereby employee contributions described above shall be tax deferred (not subject to taxation until time of constructive receipt).

Level 4 Survivor Benefit. The employee shall continue to pay his/her share of the monthly cost for this benefit for fire safety employees.

**C. The Ca1PERS contract includes a military buy-back benefit. The cost of such buy-back is borne by the employee.**

- D. The Ca1PERS contract also provides that the employees' (who are not new members) retirement benefit is based on the single highest year's earnings.
- E. The Ca1PERS contract provides for Level 4 of the 1959 Survivor Benefits Coverage for all employees. The employee shall continue to pay his/her share of the monthly cost of this benefit.
- F. The City shall continue to provide for the Ca1PERS 4% COLA for retirees.
- G. Employer Paid Member Contributions (EPMC) — The City shall implement the Ca1PERS EPMC benefit for all eligible employees effective January 1, 2010. For any eligible employee retiring after January 1, 2010, the City will report as "compensation" for retirement purposes the Employer-Paid Member Contributions of 9%.

**ARTICLE 38.  
GRIEVANCE PROCEDURES**

**A. DEFINITIONS**

- 1. Grievance — A "grievance" is a written allegation by an employee within the bargaining unit alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 39 AGENCY AUTHORITY of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be appealed to any administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City whether they are written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure (except where found to be a "punitive action", as defined by the Firefighters procedural Bill of Rights, against non-probationary firefighters.)
- 2. Day — Unless otherwise stated, a "day" is a day in which the City Hall is open for business.
- 3. Representative(s) — A representative is a member of the unit, association representative(s), or legal counsel who shall represent any party in interest at his/her election.
- 4. Grievant — Any unit member.

- B. INFORMAL MEETING — Any unit member(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The unit member(s) may have a representative present with him/her at this informal meeting.

Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

C. FORMAL LEVEL I: DEPARTMENT HEAD OR DESIGNEE

1. In the event the grievance is not resolved at the informal meeting, within ten (10) days of the informal meeting the grievant may submit the grievance as a formal written grievance to the department head or designee. If the grievant has not submitted a written grievance within this time period, the grievance will be deemed to have been resolved.
2. Within ten (10) days after receipt of the written grievance by the department head, a personal conference with the other party shall take place upon the request of either the grievant or the department head or designee. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.
3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with *Skelly vs. State Personnel Board*, the subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute both an exhaustion of the Level I grievance, and provision of any due process-mandated pre-deprivation proceeding.

D. FORMAL LEVEL II: ADVISORY ARBITRATION. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period, a grievant may forward a written grievance to the Director of Administrative and Community Services, or designee, proposing that advisory arbitration be undertaken. In the alternative, the grievant may elect to proceed to Formal Level III and submit the dispute to the City Administrator or designee for final determination.

1. In this case, Formal Level II provides for advisory arbitration and does not render a binding opinion. In the alternative, the grievant may elect to proceed to Formal Level III and submit the dispute to the City Administrator or designee for final determination.
2. Said written grievance request for convening of advisory arbitration shall be considered timely only if received by the Director of Administrative and Community Services, or designee no later than ten (10) days after service by the department head/designee of the Level I decision or twenty (20) days after the grievance was presented, whichever is later. Said request for arbitration shall clearly state the provisions of the MOU and/or written rules, regulations or procedures affecting

terms and conditions of employment, which have been allegedly violated. The arbitration proposal shall also set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim of an MOU/rule or regulation violation. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.

3. Within ten (10) days of receipt by the Director of Administrative and Community Services, or designee of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable advisory arbitrator. If said meeting either does not occur or if said meeting does not result in the selection of an advisory arbitrator, then within fifteen (15) days of receipt by the Director of Administrative and Community Services, or designee of the timely grievance, the Director, or designee shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential advisory arbitrators be sent jointly to the grievant and to the City.
4. Within ten (10) days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an advisory arbitrator by means of alternate striking of names until one name remains. Said individual shall be the advisory arbitrator. Determination of which party shall make the initial strike shall be by lot.
5. Within five (5) days of said selection process being completed, the Director, or designee shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.
6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than 120 calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.
7. In those arbitration proceedings, which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.
8. In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:
  - a. Does a preponderance of the evidence support a finding that misconduct did occur?

- b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?
  - (i) If yes, the discipline shall be sustained.
  - (ii) If no, the discipline shall be subject to modification.

9. .

- a. All advisory arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than five (5) calendar days before the hearing, that the hearing be open.
- b. Subpoenas (no subpoenas duces tecum) shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.
- c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.
- d. The hearing shall proceed in the following order:
  - (i) The party imposing discipline shall be permitted to make an opening statement.
  - (ii) The appealing party shall then be permitted to make an opening statement.
  - (iii) The department imposing disciplinary action shall produce the evidence on its behalf.
  - (iv) The party appealing such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

- (v) The parties may then, in above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.
  - (vi) Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the oral closing arguments followed by the appealing party. The department shall then have the right to reply.
  - (vii) The orders of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.
10. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be advisory only with the City Administrator retaining jurisdiction to make a final determination as set forth below.
11. Within thirty (30) calendar days of the receipt of arbitrator's findings and recommendations, the City Administrator shall adopt, amend, modify or reject, in whole or part, the arbitrator's findings and/or conclusions. Prior to making a decision which rejects or modifies in whole or part, the findings and/or recommendations of the arbitrator, the City Administrator shall review the transcripts of the arbitration hearing. The City Administrator shall not conduct a de novo hearing. The decision of the City Administrator shall be administratively final and conclusive and is subject to the provisions of Code of Civil Procedure Section 1094.6. Copies of the City Administrator's decision shall be served on the grievant and the department and shall be filed, along with the arbitrator's recommendations and finding, in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.
12. The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the City Administrator or the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.
13. It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with

review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the department or city does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the department/city to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the department/city.

14. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

#### E. FORMAL LEVEL III: CITY ADMINISTRATOR OR DESIGNEE

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented, whichever is later.
2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.

#### F. GENERAL PROVISIONS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.
2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
3. The time specified, however, may be extended by mutual consent.
4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this contract; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
6. Neither party shall take reprisals against any member of the Association, Association representative, management person, or any other participant in the grievance procedure by reason of such participation.

**ARTICLE 39.  
AGENCY AUTHORITY**

The authority of the City includes, but is not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or other representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. (Ord. 657, 55, 1973; Rialto Municipal Code 2.51.050).

**ARTICLE 40.  
AGENCY PERSONNEL RULES**

It is understood and agreed that there exists within the City in written or unwritten form, certain personnel rules, policies, practices and benefits which establish uniform and orderly methods of communications between the City and its employees for the purpose of promoting employer-employee relations, which will continue in effect, except for those provisions modified by the City Council in accordance with State laws, orders, regulations, official instructions or policies. Rialto Municipal Code Chapter 2.51.080 provides for advance notice of proposed changes. Provision is also made for emergency cases.

**ARTICLE 41.  
NON-DISCRIMINATION**

The parties agree that there shall be no discrimination in employment as follows:

No person in the competitive service or seeking admission thereto shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because

of race, national origin, color, sex, age, disability, religious belief, political opinions or affiliations.

An Equal Opportunity Program is in effect in the City of Rialto, and it is the policy of the City of Rialto that only qualified persons available are selected for position assignments without prejudice or discrimination by reason of race, color, sex, age, religious belief, political affiliation, national origin or disability.

It is agreed that the above language also protects employees involved in Association activities.

**ARTICLE 42.  
MAINTENANCE OF EXISTING BENEFITS**

Except as herein provided, all wages, hours, working conditions, benefits, privileges, and other terms and conditions of employment enjoyed by affected employees prior to the effective date hereof shall remain in full force and effect during the entire term of this MOU unless mutually agreed to the contrary by both parties.

**ARTICLE 43.  
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall, except as herein provided, supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder except as provided otherwise herein. This Memorandum of Understanding is not intended to conflict with Federal or State law.

**ARTICLE 44.  
OVERTIME**

**A. REGULAR OVERTIME**

For any work performed in addition to regular work hours, including shift coverage overtime for regular duty, the employee is entitled to overtime pay at time and one-half and may choose either time and one-half compensation (cash) or time and one-half compensatory time (comp time).

Command staff members may choose to be compensated in time and one-half compensation (cash or comp time) for additional staff/office work performed outside of their normal work schedules (not to include staff and officers meetings). All such work is subject to prior approval by the Fire Chief. Unit members will be given the right of first refusal for any shift fill in the Shift Battalion Chief Position. In addition to regular work hours, Fire Division Chief and Administrative Battalion Chiefs may work

operational overtime shifts for Shift Battalion Chiefs for time and one-half compensation or time and one-half compensatory time (comp time).

Overtime compensation for Administrative Battalion Chiefs shall be equivalent to Shift Battalion Chiefs' hourly rates, and overtime compensation for Fire Division Chiefs shall be equivalent to Fire Division Chiefs' hourly rates on a shift schedule. Overtime is adjusted to the nearest one-quarter (¼) hour for purposes of payment or posting to an employee's time record.

#### B. STRIKE TEAM LEADER ASSIGNMENTS

Overtime shall be compensated at time and one-half for all operational time worked by Fire Division Chief, Shift Battalion Chiefs, and/or Administrative Battalion Chiefs on strike team assignments and 100% cost recoverable of wages for incidents where a public agency has financial responsibility for mutual aid and has agreed to reimburse such positions at an overtime rate. Overtime shall be payable to the employee on his/her next regularly scheduled pay period. Back-fill shifts for personnel filling in for staff assigned to a Strike Team will also be paid overtime compensated at time and one-half.

#### C. CALL BACK

Employees shall receive a minimum of three (3) hours overtime (the employee may choose either straight-time compensation or straight-time compensatory time) any time they are called back to duty to fulfill an operational role. Call-back time is calculated from the time the call is received by the employee to respond.

#### D. CONTRACTED ASSIGNMENTS

Overtime shall be compensated at time and one-half for all operational time worked by employees on contract assignments reimbursed at time and one-half. Overtime shall be payable to the employee on his/her next regularly scheduled pay period. Back-fill shifts for personnel filling in for staff assigned to a Contract Assignment will also be paid overtime compensated at time and one-half rate provided that the Contract allows for back-fill overtime to be paid at time and one-half rate.

### **ARTICLE 45. TRAINING**

If attendance at classroom training sessions and other meetings (as determined by the Fire Chief and/or designee) on off-duty time is voluntary, overtime for employees is not recognized. If attendance is mandatory for employees, time shall be compensated at straight time.

**ARTICLE 46.  
TRADING TIME**

Subject to authorization of the Fire Chief, Fire Battalion Chiefs may trade time with other employees of equal position. Trading time shall be agreeable with both parties and shall be requested in a memorandum signed by both employees requesting the trade.

**ARTICLE 47.  
RIALTO FITNESS CENTER**

Employees, employees' spouses, retirees, and retirees' spouses shall be allowed free use of the Rialto Fitness Center during normal operating hours as long as the City has managerial control of the facility. Employees, employees' spouses, retirees, and retirees' spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

**ARTICLE 48.  
LAYOFF REOPENER**

Layoffs. There will be no layoffs, position eliminations, reclassifications, or other attempts to eliminate personnel, within this bargaining unit, for the term of this MOU. The City and RFMA agree to meet and confer regarding any reassignment of a Fire Division Chief or a 56-hour shift Battalion Chief to a 40-hour Administrative Battalion Chief, or vice-a-versa.

**ARTICLE 49.  
STAFF / TAKE HOME COMMAND VEHICLES**

- A. Staff/Take Home Command Vehicles.
- B. The following positions shall be required to take home a response-ready command staff vehicle:
  - a. Fire Division Chief
  - b. Shift Battalion Chief
  - c. Administrative Battalion Chief
  - d. Emergency Medical Services Coordinator
  - e. Fire Marshal
- C. Employees shall not be permitted to take home command vehicles if they live greater than 35 air miles from the city limits of Rialto.
- D. Employees assigned to take home vehicles shall be allowed de minimis personal use of such vehicles because of being subject to callback status.

**ARTICLE 50.  
WELLNESS PROGRAM**

- A. Participation in a physical fitness/wellness program shall be voluntary by employees assigned to shift duty.
- B. Employees on the administrative schedule (40 hour week) may participate in a physical fitness/wellness program as approved by the Fire Chief.

**ARTICLE 51.  
SHIFT BATTALION CHIEF POSITION FILL**

Shift Battalion Chiefs shall not be included in Local #3688's Constant Staffing program.

**ARTICLE 52.  
FIREFIGHTER BILL OF RIGHTS**

The City recognizes that all the rights afforded to Firefighters under Assembly Bill #220 (Bass, Firefighters, Chapter 591), commonly known as the Firefighter's Bill of Rights, shall apply to all employees.

**ARTICLE 53.  
DISCIPLINARY OVERTIME LIMITATIONS**

Disciplinary actions for all employees restricting overtime shall not exceed one (1) pay period per each three (3) shifts of suspension without pay and shall not exceed two (2) pay periods in any consecutive twelve (12) month period.

**ARTICLE 54.  
EMPLOYEE-EMPLOYER RELATIONS RESOLUTION**

The Association recognizes the Employer-Employee Relations Resolution No. 1506.

- A. Sections 26 and 28 shall not apply to this Bargaining Unit.
- B. MOU provisions which are in conflict with this Resolution take precedence over the Resolution.
- C. The Negotiating Team for the Association Bargaining Unit shall consist of no more than four (4) active employees.

**ARTICLE 55.  
ACTING PAY**

- A. After eighty (80) consecutive working hours in a higher classification, an affected employee shall be compensated for working in the acting classification at a rate that is the lowest step of the higher classification that pays more than the employee currently

receives in the lower classification. Such increase must be at least five percent (5%) above the employee's current pay, retroactive to the first date of the acting status. At such time the employee no longer works in the acting assignment, he or she shall be compensated at his or her regular rate of pay for his or her pertinent classification.

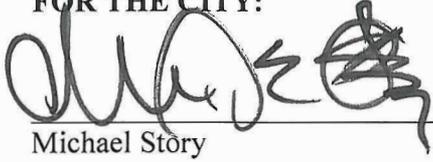
- B. Acting pay shall not be available to an employee working less than 80 consecutive working hours in a higher classification.
- C. When an employee is assigned to "acting Fire Division Chief" or "acting Fire Chief", he/she will be deemed exempt from receiving any overtime compensation while working in the capacity of "acting Fire Division Chief" or "acting Fire Chief", unless the "acting Fire Division Chief" is covering for the Shift Battalion Chief (per Article 44). The employee, however, shall remain part of the bargaining unit and shall receive all benefits as proscribed in this MOU.

**ARTICLE 56.**  
**NATIONAL FIRE ACADEMY COMPENSATION**

Any employee who first obtains approval from the Fire Chief and attends the National Fire Academy shall be provided with per diem for meals, shift coverage, and time with pay.

This Memorandum of Understanding shall become effective upon approval by the City Council and the Rialto Fire Management Association.

**FOR THE CITY:**

  
\_\_\_\_\_  
Michael Story

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Joe Powell

Date: 9/24/15

**APPENDIX A**  
**Salary Schedule**

<b>Position Title</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Emergency Medical Services Coordinator	5200	\$6,107	\$6,412	\$6,733	\$7,069	\$7,423	\$7,794	\$8,183
Fire Battalion Chief	6300	\$8,012	\$8,413	\$8,834	\$9,275	\$9,739	\$10,226	\$10,737
Fire Division Chief	6900	\$9,292	\$9,757	\$10,244	\$10,757	\$11,294	\$11,859	\$12,452
Fire Marshal	5200	\$6,107	\$6,412	\$6,733	\$7,069	\$7,423	\$7,794	\$8,183

**Appendix “B”**  
**Training Certifications, CSFM, NFA to EMS Equivalencies**

**Step One**

CSFM Company Officer      California Fire Chiefs EMS Leadership Academy

- EMS System Overview
- Fire Service EMS Responsibilities
- Interest Based Negotiations
- Essentials of Leadership
- History and Mandates
- Labor Relations
- Ethics and EMS
- EMS Management fundamentals

CSFM-Safety Officer All Risk- S404  
CSFM Firefighter 2

**Step Two**

CSFM Chief Officer      CSFM Fire Instructor 1A and 1B  
NFA R0150 Management of Emergency Medical Systems NFA  
R0147 Emergency Medical Services Incident Operations

**Step Three**

EFO      NFA R0158 EMS Quality Management  
NFA R0152 EMS Special Operations NFA  
R0151 Advanced Leadership in EMS NFA  
R0139 Research in EMS