

**RESOLUTION NO. 9914**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE FOUNTAIN VALLEY FIREFIGHTERS' ASSOCIATION IAFF LOCAL 4530 RELATING TO WAGES, HOURS, TERMS AND CONDITIONS OF EMPLOYMENT.**

**WHEREAS**, the City Council of the City of Fountain Valley has established a basic compensation plan for City employees in all classifications of employment; and

**WHEREAS**, representatives of the City Manager of the City of Fountain Valley and representatives of the bargaining group noted below periodically negotiate in good faith to reach agreement on benefits and compensation pursuant to Government Code Section 3500 et seq; and

<b>Bargaining Group Name</b>
Fountain Valley Firefighters' Association IAFF Local 4530

**WHEREAS**, the memorandum of understanding relating to wages, hours, and terms and conditions of employment are amended and include adjustments to the salary ranges, benefits, and terms and conditions of employment; and

**NOW, THEREFORE**, the City Council of the City of Fountain Valley does hereby resolve as follows:

**SECTION 1.** The Memoranda of Understandings establishing wages, hours, and terms and conditions of employment for the Fountain Valley Firefighters' Association IAFF Local 4530, attached with this resolution for the term beginning July 1, 2024 through June 30, 2027, is hereby approved and adopted:

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Fountain Valley at a regular meeting on this 5<sup>th</sup> day of March 2024.

Ayes: Constantine, Cunneen, Harper, Bui, Grandis

Nays: None

Absent: None

Abstain: None



Glenn Grandis, Mayor

Attest:



Rick Miller, City Clerk

APPROVED AS TO FORM



Colin Burns

Attorneys for the City

Attachment 1: Memorandum of Understanding 2024-27 Fountain Valley Firefighters' Association

# **MEMORANDUM OF UNDERSTANDING**

**2024 - 2027**

**CITY OF FOUNTAIN VALLEY**

**AND**

**FOUNTAIN VALLEY FIREFIGHTERS  
ASSOCIATION IAFF LOCAL 4530**



This Memorandum of Understanding sets forth the terms of agreement reached between the City of Fountain Valley and the Fountain Valley Firefighters IAFF Local 4530 as the Exclusively Recognized Employee Organization for sworn, non-management fire employees for the period beginning July 1, 2024 through June 30, 2027. Unless otherwise indicated herein, all provisions shall become effective July 1, 2024.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY MANAGER  
OF THE CITY OF FOUNTAIN VALLEY  
AND  
THE FOUNTAIN VALLEY FIREFIGHTERS ASSOCIATION IAFF LOCAL 4530**

(2024-2027)

**PREAMBLE**

Representatives of the City of Fountain Valley ("City") and representatives of the Fountain Valley Firefighters Association IAFF Local 4530 ("FVFA IAFF Local 4530") have met on a number of occasions and have conferred in good faith, exchanging a number of proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment for the sworn, non-management fire employees in the ranks of Firefighter, Firefighter/Paramedic, Fire Engineer, Administrative Fire Captain, and Fire Captain.

The City representatives and FVFA IAFF Local 4530 on behalf of the Firefighters Unit have reached an understanding as to certain recommendations to be made to the City Council of the City of Fountain Valley and have agreed that the parties hereto will jointly urge the City Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained herein.

Having met and conferred in good faith, the City representatives and representatives of FVFA IAFF Local 4530 agree as follows:

**ARTICLE 1 - RECOGNITION**

Pursuant to Government Code Section 3500 et seq. and Resolution No. 9379 of the City Council of the City of Fountain Valley ("Employer-Employee Relations Resolution" or "EERR"), the City has recognized FVFA IAFF Local 4530 as the exclusive representative of all sworn, non-management fire employees of the City of Fountain Valley for purposes of representation on wages, hours, fringe benefits, and other terms and conditions of employment. As the representative of sworn, non-management fire employees (the Firefighters Unit), FVFA IAFF Local 4530 is empowered to act on behalf of said employees whether or not they are individually members of FVFA IAFF Local 4530.

This Memorandum of Understanding ("MOU") shall act as a bar to the raising of any question concerning such representation during the term of this MOU, except that a question of representation may be raised during the period between 60 days and 90 days prior to the expiration of the MOU.

**ARTICLE 2 - REPRESENTED CLASSIFICATIONS**

The following classifications constitute the Firefighters Unit and are represented by the FVFA IAFF Local 4530:

Classification	Classification
Firefighter	Fire Captain
Fire Engineer	Firefighter/Paramedic
Administrative Fire Captain	

The City and FVFA IAFF Local 4530 agree to meet to discuss any proposed changes to the benchmark classifications or corresponding City classifications before implementing any changes during the term of this MOU.

**ARTICLE 3 - WORK SCHEDULE**

**Section 3.01 - Work Shift.** A work shift shall consist of a twenty-four (24) hour period beginning at 0730 hours and ending twenty-four hours later. The City shall maintain three (3) shifts designated as "A," "B," and "C" shifts.

**Section 3.02 – Work Schedule for Administrative Fire Captain.** The sworn, non-management fire employee assigned as Administrative Fire Captain will be assigned to a 4/10 schedule consisting of four (4) consecutive ten (10) hour shifts within a seven (7) day period. The specific days and hours will be established at the sole discretion of the Fire Chief and City Manager or their designees. The work schedule may be changed at any time at the discretion of the Fire Chief and City Manager or their designees after notification to the FVFA IAFF Local 4530. The FVFA IAFF Local 4530 may request to meet and confer with the City regarding any changes to the work schedule.

**Section 3.03 – Fair Labor Standards Act Pay and the Work Period.** The Fair Labor Standards Act (“FLSA”) prescribes standards for wages and overtime pay. Pursuant to Sections 7(k) and 13(b)(20) of the FLSA, the City makes a declaration that the work period for sworn, non-management fire employees represented by the FVFA IAFF Local 4530 will consist of a series of recurring fifteen day (15) periods. The work period for all three (3) shifts shall consist of the same fifteen-day (15) period beginning at 0730 hours when "A" shift begins its five (5) shift cycle, except when superseded by Article 3.05 – 48/96 Schedule Pilot Program. Employees not engaged in suppression will be assigned to a 4/10 work schedule.

**Section 3.04 - Shift Schedule.** During the term of this agreement and unless otherwise provided in this MOU, or subsequently modified by mutual agreement between the City and the FVFA Local 4530, all shifts shall be based on a fifteen (15) day shift schedule during which time employees will customarily be assigned to work five (5) twenty-four (24) hour shifts. The specific days that an employee will work shall depend on the shift to which they are assigned.

**Section 3.05 – 48/96 Schedule Pilot Program.** The Parties agree that, beginning as soon as practicable after approval of this MOU, a 48/96 work schedule will be in effect for a trial period of exactly three hundred and sixty (360) days (twenty (20) eighteen (18)-day work periods) at which time it shall sunset unless the parties mutually agree to continue it.

- A. Evaluation Period: In the ninety (90) days following expiration of the trial period, the Parties shall evaluate the outcomes of the trial. During this evaluation period, the 48/96 schedule shall remain in effect.
- B. Decision by the Parties: At the conclusion of the evaluation period, the Parties shall inform each other if they want the 48/96 work schedule to end or continue. If both Parties agree that, it should continue (and therefore become the work schedule in effect for twenty-four (24)-hour shift employees) it shall persist unless and until it is changed in the future through labor negotiations. If either party wishes the 48/96 work schedule to terminate at the conclusion of the evaluation period, it shall end. However, the Parties agree to meet and discuss their respective positions prior to terminating the schedule to try to resolve any issues causing the desire to terminate the schedule.
- C. Work Schedule: Employees shall be assigned a 48/96 work schedule consisting of working two (2) consecutive shifts of twenty-four (24) consecutive hours, followed by ninety-six (96) consecutive hours off. Employees will be scheduled to work six (6) twenty-four (24)-hour shifts in the eighteen (18)-day FLSA work period. This is a total of one hundred forty-four (144) regularly scheduled hours.
- D. FLSA Section 7(k) Exemption and Work Period: Employees are subject to the partial overtime exemption provided for by Section 7(k) of the FLSA and have an eighteen (18)-day FLSA work period.
- E. Overtime: For the hours between one hundred thirty-six (136) and one hundred forty-four (144), employees shall receive the half time portion of the overtime (paid at the regular rate of pay) as their monthly/annual compensation pays them for their regularly scheduled hours. For all hours worked above one hundred forty-four (144) hours in the eighteen (18)-day FLSA work period, employees shall be paid at time and one half per the provisions of the FLSA.

**Section 3.06 – Residency Requirement.** All members of the bargaining unit represented by FVFA IAFF Local 4530 are required to reside within a one hundred fifty (150) mile radius of City of Fountain Valley City Hall.

#### **ARTICLE 4 - SHIFT ROTATION SCHEDULE**

The procedure described herein has been developed in accordance with Department of Labor Regulations, Part 778, Sub-Part D, Sections 778.301 and 778.302.

**Section 4.01 - Shift Rotation Procedures.** The following shift rotation procedures shall be adhered to during the duration of the agreement except when superseded by Article 3.05 - 48/96 Schedule Pilot Program:

- A. There shall be no change to the fifteen (15) day work period for the purposes of determining the effect of compensated and uncompensated absences on overtime eligibility and compensation.
- B. When moving from C to B, B to A, or A to C shift, the overlap from the old cycle to the new cycle is five (5) days. This five (5) day overlap period shall be added to the new fifteen (15) day cycle, making it a twenty (20) day cycle. Overtime shall be paid at the rate of one-and-one-half times the employee's hourly rate for all hours worked in excess of one hundred fifty-four (154) hours in the twenty (20) day cycle.
- C. When moving from B to C, A to B, or C to A shift, the overlap from the old cycle to the new cycle is ten (10) days. This ten (10) day overlap period shall be added to the new fifteen (15) day cycle to make it a twenty-five (25) day cycle. Overtime shall be paid at the rate of one-and-one-half times the employee's hourly rate for all hours worked in excess of one hundred ninety-four (194) hours in the twenty-five (25) day cycle.
- D. Scheduling procedures as to when personnel are rotated from one shift to another shall be set forth in Fountain Valley Fire Department Administrative Policy Guide No. 1-048.

**Section 4.02 – Strike Team Deployment Return**

In the event a sworn, non-management fire employee returns to work from a strike team deployment of greater than twenty-four (24) hours in duration on that employee's regularly-assigned duty shift, such employee will not be expected to return to duty for the remainder of the regular duty shift. The employee will not be required to utilize any accrued leave, and the shift will remain backfilled.

**ARTICLE 5 – PROBATIONARY PERIOD**

**Section 5.01 – New Hires.** New sworn, non-management fire employees shall be subject to a twelve (12) month probationary period. If the sworn, non-management fire employee is off work for a reason other than approved vacation or sick leave for more than thirty (30) calendar days, the employee's probationary period will be extended by the period the employee is off work. Upon completion of twelve (12) months of City service and successful completion of probation, the sworn, non-management fire employee shall be eligible for a merit increase. Thereafter, the sworn, non-management fire employee shall be eligible for a merit increase from the anniversary date established effective the date the employee completed their probationary period.

**Section 5.02 – Promotion.** Sworn, non-management fire employees who have completed their new hire probationary period and are promoted to a classification covered by the FVFA IAFF Local 4530 shall be subject to a twelve (12) month probationary period. If the sworn, non-management fire employee is off work for a reason other than approved vacation or sick leave for more than thirty (30) calendar days, the employee's

probationary period will be extended by the period the employee is off work. Upon completion of six (6) months of City service in the new classification, the sworn, non-management fire employee shall be eligible for a merit increase.

**ARTICLE 6 - COMPENSATION**

**Section 6.01 – Compensation.** Adjustments to the schedule of base salary rates for classifications covered under this agreement are outlined below.

<b>Effective Date of Adjustment</b>	<b>Adjustment Amount</b>
Effective pay period ending July 5, 2024	4%
Effective pay period ending July 4, 2025	4%
Effective pay period ending July 3, 2026	4%

**Section 6.02 – Deferred Compensation Matching.** Beginning the pay period ending July 5, 2024, the City will match employee contributions to their deferred compensation account up to a maximum of one hundred fifty dollars (\$150) per employee per month.

**Section 6.03 – Fire Engineer Pay.** The Fire Engineer position will remain at a one percent (1%) salary differential above each step of the base pay for the Firefighter/Paramedic position.

**Section 6.04 – Paramedic Pay.**

**A. Paramedic Pay (Firefighter/Paramedic Compensation).** The Firefighter/Paramedic position shall remain at a salary differential of fourteen and one-half percent (14.5%) above the Firefighter base rate of pay.

**B. Paramedic Pay (Paramedic Recertification Bonus).** The City shall pay the following one-time (non-reportable to CalPERS) bonuses to Firefighter/Paramedics who obtain recertification as a Paramedic in Orange County while employed by the City:

<b>Recertification</b>	<b>One-Time Bonus</b>
1 <sup>st</sup> Recertification	\$350
2 <sup>nd</sup> Recertification	\$450
3 <sup>rd</sup> Recertification	\$550
4 <sup>th</sup> Recertification and each subsequent recertification thereafter	\$650

*(Revised 2/9/08, 2/7/09, 8/20/10, 1/1/2022, 5/2/2022)*

The number of the recertification shall be determined by counting from the beginning of employment as a full-time Firefighter/Paramedic with the City. Recertification prior to employment with the City shall not be considered in determining the recertification bonus.

The recertification bonus shall be disbursed in a single lump-sum payment following submission of proof of recertification and does not meet the definition of compensation reportable under Government Code Section 20630.

C. Paramedic Pay (Paramedic Temporary Assignment Bonus). Fire Engineers or Captains certified as Paramedics and required to work, as a Paramedic shall be paid a Paramedic Pay, which is the difference between the top step Firefighter, and Paramedic salaries for only those hours worked as a Paramedic. This pay does not meet the definition of compensation reportable under Government Code Section 20630.

**Section 6.05 – Administrative Fire Captain Compensation.** While sworn, non-management fire employees at the Fire Captain level are assigned to Administrative Fire Captain, they shall receive a salary differential of fifteen-point two percent (15.2%) above Fire Captain. When the Administrative Fire Captain works in the capacity of suppression Fire Captain, they will be paid at the applicable Fire Captain salary for those hours and may be paid overtime in accordance with Section 6.18.

Upon completion of the Administrative Fire Captain assignment and re-assignment to Fire Captain, the sworn non-management fire employee's salary will be readjusted to the applicable Fire Captain salary.

**Section 6.06 – Educational Incentive Pay for Firefighter II Certification.** This Educational Incentive Pay ("EIP") serves as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job, designated by 2 CCR 571 (a) (2) as an educational incentive. Sworn, non-management fire employees who possess a Firefighter II Certification shall be eligible to receive this EIP of five percent (5%) per month in addition to their base rate of pay.

An employee shall only be entitled to receive one of the following EIPs: Firefighter II Certification Pay, Firefighter III, or Fire Officer Certification Pay, but not both.

*(Revised 8/20/10, 8/9/08, 8/11/07, 2/9/98, 2/9/97, 2/7/90, 2/12/16, 1/1/2024)*

**Section 6.07 – Educational Incentive Pay for Firefighter III Certification.** This EIP serves as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job, This is designated by 2 CCR 571 (a) (2) as an educational incentive. When tests and certification procedures for Firefighter III have been developed and approved, the City shall pay an educational incentive to Firefighter II certification pay above the base salary to those employees who earn certification as Firefighter III. The City agrees to continue to provide the EIP equivalent to Firefighter II educational incentive to those individuals who became certified as a Firefighter II prior to the approval of the Firefighter III certification procedures. However, employees who become certified as a Firefighter II subsequent to the approval of the Firefighter III certification procedures shall not be eligible to receive this EIP.

An employee shall only be entitled to receive one of the following EIPs: EIP Firefighter II or Firefighter III, but not both.

**Section 6.08 – Educational Incentive Pay for Fire Officer Certification.** This EIP serves as compensation to employees for completing educational courses, certificates

and degrees, which enhance their ability to do their job. This is designated by 2 CCR 571 (a) (2) as an educational incentive. Sworn, non-management fire employees who have completed the required Fire Officer Certification courses, or possess a Fire Officer Certification from California State Fire Training (SFT), shall be eligible to receive the EIP for Fire Officer Certification in the amount of nine percent (9%) per month in addition to their base rate of pay.

An employee shall only be entitled to receive one of the following EIPs: Firefighter II, Firefighter III, or Fire Officer Certification.

*(Revised 8/20/10, 8/9/08, 8/11/07, 2/9/98, 2/9/97, 2/12/16, 7/1/21, 1/1/2024)*

**Section 6.09 - Court Appearance Pay.** Sworn, non-management fire employees who are required to appear in court in connection with City business during off-duty hours shall be compensated for a minimum of three (3) hours or the actual time spent in court, whichever is greater. Payment shall be either at the employee's regular rate of pay or at time-and-one-half, if the employee is eligible for overtime during the work period in which the court appearance occurs. Witness fees or jury duty fees paid to the employee shall be remitted to the City.

**Section 6.10 – Hazard Premium (Exposure).** This is defined as compensation to employees who are routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures. It is designated by 2 CCR 571 (a) (4) as special assignment pay. Sworn, non-management fire employees shall receive a hazard premium in the amount of five percent (5%) per month in addition to their base rate of pay.

*(Effective 2/2/92; Revised 8/9/97, 2/1/92, 2/2/91, 2/2/92, 8/9/97, 1/1/2022)*

**Section 6.11 – Physical Fitness Program Pay (Wellness).** This is defined as compensation to local safety members who meet an established physical criterion (Exhibit 1). It is designated by 2 CCR 571 (a) (1) as incentive pay. Sworn, non-management fire employees may participate in a voluntary physical fitness/wellness program. Sworn, non-management fire employees successfully passing the semi-annual performance standards shall receive physical fitness program pay (wellness) in the amount of fifty dollars (\$50.00) per month for Tier 1. If qualified for Tier 2, the sworn, non-management fire employees shall receive physical fitness program pay (wellness) in the amount of four percent (4%) in addition to their base rate of pay.

*(Effective 8/98; Revised 8/20/10, 8/9/08, 8/11/07, 8/9/08, 8/20/10, 1/1/2022)*

**Section 6.12 - Pay Periods.** Sworn, non-management fire employees shall be paid on a bi-weekly basis. The basic bi-weekly salary shall be computed by dividing the annual salary by twenty-six (26) pay periods. The basic hourly rate for all sworn, non-management fire employees working a scheduled forty (40) hour workweek shall be computed by dividing the bi-weekly salary by eighty (80) hours. The basic hourly rate for all sworn, non-management fire employees working a scheduled fifty-six (56) hour workweek shall be computed by dividing the bi-weekly salary by one-hundred twelve

(112) hours. Said computation shall be carried to the nearest cent, adding one cent (\$.01) for one-half or greater fractional cent.

**Section 6.13 - Merit Advancement.** Every sworn, non-management fire employee shall have a salary anniversary date established at the completion of the first twelve (12) months of satisfactory service and successful completion of probation and shall receive a one-step merit increase beginning on the first day of the pay period nearest the anniversary date upon recommendation of the Fire Chief and approval of the City Manager or designee. Each year thereafter, the sworn, non-management fire employee shall receive a one-step merit increase beginning on the first day of the pay period nearest to their anniversary date upon the recommendation of the Fire Chief or designee, until the person has reached the fifth step.

**Section 6.14 – Call Back.** Scheduled and unscheduled absences of sworn, non-management fire employees assigned to suppression duties shall be filled at the discretion of the Fire Chief or designee by qualified employees. Any sworn, non-management fire employee called back to duty pursuant to this provision for a period of less than three (3) hours shall receive a minimum of three (3) hours pay. Sworn, non-management fire employees assigned to a higher classification under the provisions of this section shall receive a five-percent (5%) adjustment in salary, or the first step of the classification to which they are assigned, whichever is greater. Sworn, non-management fire employees assigned to a lower classification under the provisions of this section shall be paid the step which is closest to their regular rate of the classification to which they are assigned.

In the event a temporary vacancy occurs as the result of an employee being detailed to a location beyond the first-in district, such vacancies shall be filled in accordance with the procedure outlined above.

**Section 6.15 – Temporary Upgrade (Acting Appointments).**

A. This is defined as compensation to employees who are required by their employer to work in an upgraded position/classification of limited duration. It is designated by 2 CCR 571 (a) (3) as premium pay. In the event of a vacancy due to the extended absence of an employee as a result of injury, illness, separation, or other reason, the Fire Chief or designee is authorized to make an acting appointment of a qualified individual to the vacant position, subject to the following:

- 1). The position must be vacant for a minimum of thirty (30) calendar days.
- 2). The acting appointment must be approved by the City Manager or designee.
- 3). Appointment to an acting position shall be made from a current certified eligibility list for the position being filled. If there is no current eligibility list, the Fire Chief or designee may recommend appointment of an employee from a prior eligibility list for the position. If neither a current nor a prior eligibility list exists, the Fire Chief or designee may recommend appointment of an employee who meets the minimum qualifications for the position to be filled.

4). An employee who serves in an acting position shall receive the first step salary rate of the position or five-percent (5%) above their salary, whichever is greater.

5). Acting appointments shall be for a period not to exceed six (6) months.

B. **Temporary Move-Up Pay:** Not designated under 2 CCR (a) (3) as special compensation.

1). Employees moved up to temporarily perform the assignment of the higher-level position for any increment of time.

2). Not intended for positions vacated by an incumbent or on an extended leave of absence.

3). Length of move-up may be for an increment of time such as; by hour, shift, or tour.

4). Appointment to acting position shall be made from a current certified eligibility list for the position being filed. If there is not a current eligibility list, the Fire Chief or his designee may recommend appointment of an employee from a prior eligibility list for the position. If neither a current nor a prior eligibility list exists, the Fire Chief may recommend appointment of an employee who meets the minimum qualifications for the position to be temporarily filed.

5). An employee who serves in an acting position shall receive the first step salary rate of the position or five (5%) percent in addition to their base rate of pay, whichever is greater.

*(Revised: 1/1/2022)*

**Section 6.16 - Overtime.** Subject to the approval of the Fire Chief or designee, employees may be authorized to work reasonable periods of overtime to meet the operational needs of the Fire Department. This Section applies except when superseded by **Article 3.05 - 48/96 Schedule Pilot Program**. Sworn, non-management fire employees who work overtime shall be compensated as follows:

A. Sworn, non-management fire employees assigned to suppression duty shall be paid at the rate of one-and-one-half times their regular hourly rate for all hours worked in excess of one hundred fourteen (114) hours in a fifteen day (15) work period.

B. Sworn, non-management fire employees not assigned to suppression duty and working a forty hour (40) work week shall have their monthly salary converted to a forty hour (40) rate, and shall be paid overtime at the rate of one-and-one-half times the employee's hourly rate for all hours worked in excess of forty (40) hours in a seven-day (7) work week.

C. The overtime rate will be calculated according to FLSA guidelines.

- D. For purposes of determining eligibility for overtime pay, absences (i.e., sick leave, etc.), whether compensated or uncompensated, shall not be counted as hours worked for the purposes of determining eligibility for overtime pay. Only vacation hours and bereavement leave will be counted as hours worked for determining eligibility for overtime pay.

**Section 6.17 - Work Period Overtime.** Pursuant to the FLSA, overtime is based on hours worked in excess of one hundred fourteen (114) hours during a fifteen day (15) work period. Sworn, non-management fire employees assigned to suppression duty shall be paid one hundred twenty (120) hours (five (5), 24 hour shifts in a fifteen (15) day work period) straight time and six (6) hours half time ( $120 - 114 = 6$ ). The six (6) hours of half time shall not be affected by vacation and sick usage. The Administrative Fire Captain works a forty (40) hour schedule and is, therefore, not eligible for the work period overtime. **This Section applies except when superseded by Article 3.05 - 48/96 Schedule Pilot Program.**

**Section 6.18 – Overtime for Administrative Fire Captain.** The City will pay overtime at the rate of one-and-one-half for all non-suppression hours worked in excess of forty (40) hours in a seven (7) day work period. Paid absences such as sick leave, holiday, etc. will not be counted as hours worked for purposes of determining eligibility for overtime compensation. Only vacation hours and bereavement leave will be counted as hours worked for determining eligibility for overtime pay. Approval to work overtime is at the sole discretion of the Fire Chief or designee, so the Administrative Fire Captain must request and receive express approval prior to working overtime.

The Administrative Fire Captain, when working suppression, will be paid at the Fire Captain (suppression) overtime rate for all suppression hours. However, eligibility for overtime occurs when the employee has worked more than forty (40) hours in a seven (7) day work period. Paid absences such as sick leave, holiday, etc. will not be counted as hours worked for purposes of determining eligibility for overtime compensation. Only vacation hours and bereavement leave will be counted as hours worked for determining eligibility for overtime pay. Approval to work overtime is at the sole discretion of the Fire Chief or designee, so the Administrative Fire Captain must request and receive express approval prior to working overtime.

**Section 6.19 – Retention Incentive Program (Longevity Pay):** This is defined as compensation to incentivize sworn, non-management Fire employees to remain with the City of Fountain Valley, and defined as special compensation 2 CCR 571 (a) (1) Longevity Pay. Effective in the pay period containing January 1, 2023, eligible employees will earn a retention incentive premium at the following rates based on their cumulative, full-time sworn fire department service. Only sworn fire department employees with the rank of Firefighter or higher, as determined by the Fire Chief shall be included as qualified, sworn fire service experience. Any retention incentive pay shall not commence until the employee of obtaining eligibility notifies the City Fire Department and all required proof of eligibility is received by the Human Resources Department and approved by the Fire Chief and the City Manager or their designee.

A. After completion of five (5) years of qualified service, and beginning their sixth (6<sup>th</sup>) year of service, eligible employees will receive five percent (5%) of base pay only.

B. After completion of fifteen (15) years of qualified service, and beginning their sixteenth (16<sup>th</sup>) year of service, eligible employees will receive seven percent (7%) percent of base pay only.

C. After completion of twenty (20) years of qualified service, and beginning their twenty-first (21) year of service, eligible employees will receive nine percent (9%) of base pay only.

An eligible employee shall only be entitled to receive one retention incentive premium for longevity and is not intended to be stacked.

*(Implemented 1/1/2023)*

## **ARTICLE 7 - UNIFORMS**

**Section 7.01 - Uniforms.** Sworn, non-management fire employees shall be required to maintain and wear laundered and ready-to-wear uniforms as specified by the Fire Chief or designee. The City will provide, at no cost to the employee, all turnout and safety clothing and equipment as specified in Exhibit 3.

Station uniforms are defined as safety clothing and will be provided by the City. New employees will initially be provided on a one-time only basis three (3) station uniforms, which will include the following: a maximum of three (3) uniform shirts, a maximum of three (3) uniform pants, one (1) basket weave belt, and one (1) uniform jacket. Thereafter, the City will replace such uniforms on an "as needed" basis to be determined by the Fire Chief or designee. Safety uniforms are defined as including a uniform shirt, uniform pant, basket weave belt, and uniform jacket.

In accordance with CalPERS amendment to Section 571, subsection (a) (5) in Title 2 of the California Code of Regulations, expanding the definition of uniform allowance to include the monetary value for the purchase of required clothing, including clothing made from specially designed protective fabrics, but excluding items that are solely for personal health and safety such as protective vests, pistols, bullets and safety shoes,, the City will report the monetary value of uniform items to CalPERS and the Internal Revenue Service as uniforms/special compensation as noted below. The manufacturer of Workrite Nomex uniforms recommends a replacement schedule of three (3) to five (5) years and the City's current uniform replacement average is 33.5 sets per year or approximately one (1) uniform for each suppression personnel per year. The pro-rated value of the belt and jacket will be reported since replacement is estimated at three (3) years for the belt and five (5) years for the jacket. The monetary value for the purchase of required clothing will be reported to CalPERS on a bi-weekly basis. The Fire Department will annually provide the cost of the uniforms to Human Resources so the monetary value can be determined and reported to CalPERS and the Internal Revenue Service as specified below. Effective June 20, 2017, the City will report a total of two hundred and thirty two dollars and eleven

cents (\$232.11) or eight dollars and ninety-three cents (\$8.93) per payroll period to CalPERS.

The monetary value of uniforms will only be reported to CalPERS and the Internal Revenue Service for those employees hired on or before December 31, 2012. Uniform allowance for employees hired January 1, 2013 and later in accordance with the PEPPA provisions discussed in Article 8 may not be reported to CalPERS as pensionable compensation. PEPPA, amendments to PEPPA and CalPERS law will define those special pays which may be reportable as pensionable compensation.

**Section 7.02 - Safety Boots.** The City shall provide for one (1) pair of OSHA-approved safety boots for each sworn, non-management fire employee at the time of hire and when the Fire Chief or designee certifies that their boots are no longer serviceable. Safety boots do not meet the definition of compensation reportable under Government Code Section 20630.

**Section 7.03 – Uniform Allowance (Physical Fitness Clothing).** This is defined as compensation paid for the purchase and maintenance of required clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. These are designated by 2 CCR 571 (a) (5) as statutory items. The City shall provide sworn, non-management fire employees with a Uniform Allowance (physical fitness clothing) in the amount of fifty dollars (\$50) per year, payable to the employee bi-weekly in increments of 1/26 or one dollar and ninety two cents (\$1.92) per pay period. Newly-hired employees shall have their initial uniform allowance (physical fitness clothing) prorated, based on the month in which their employment commences. The uniform specification for the physical fitness clothing allowance is detailed in (**Exhibit 3**).

**ARTICLE 8 – RETIREMENT**

**Section 8.01 – CalPERS Retirement System:** Employees are members of the California Public Employees’ Retirement System (hereinafter referred to as CalPERS) and are subject to all applicable provisions of the City’s contract with CalPERS for sworn, non-management fire employees.

**Section 8.02 – Employees Hired July 31, 2011 and Earlier:** Employees whose hire date as a full-time employee is effective July 31, 2011 and earlier will be covered under the 3% at 50 formula with the benefits specified below.

<b>Provision</b>	<b>Government Code Section</b>
3% at 50	21362.2
Single Highest Year	20042
Service Credit for Unused Sick Leave	20965
2% Cost-of-Living	21329
Prior Service Credit	20055
Post-Retirement Survivor Allowance	21624, 21626, and 21635
Retired Death Benefits	21620
Pre-Retirement Option 2W Death Benefits	21548

Military Service	20996
Military Service Credit	21024
Military Service Credit for Retirees	21027
Peace Corps Service Credit	21023.5
Public Service Layoff Service Credit	21022
Member Cost Sharing (This provision was eliminated and deleted from the CalPERS contract effective March 31, 2012)	20516
Public Service Credit for Service Rendered to a Nonprofit Corporation	21026
Local System Service Credit Included in Basic Death Benefit	21536
Cancellation of Payments for Service Credit Purchase Upon Industrial Disability Retirement	21037

**Employee Contribution.** Employees agree to share the cost of retirement contribution on a pre-tax basis by paying the full employee contribution and an additional cost sharing of twelve percent (12%) of the employer's contribution. The employee's CalPERS account shall be credited with the employee's contribution which shall be the maximum employee contribution. It is the intent of the parties to accommodate employees' desire that said sums may be deducted on a pre-tax basis as deferred income for federal and state tax purposes. The parties believe the contribution is pre-tax because the City has filed the CalPERS IRS Code section 414(h) (2) resolution. However, any income tax obligations or penalties arising from such tax treatment shall be the exclusive responsibility of the employee. In the event of any adverse tax treatment for the employees, the City shall not be responsible. The City has made no representation regarding such tax treatment, and employees shall seek such advice from their personal tax advisors regarding such matters.

**City Contribution.** The City agrees to pay the employer contribution to CalPERS minus any cost sharing the employees have agreed to in this contract.

**Section 8.03 – Employees Hired August 1, 2011 Through December 31, 2012:**

Employees whose hire date as a full-time employee is effective August 1, 2011 through December 31, 2012 will be covered under the 2% at 50 formula with the benefit specified below.

Provision	Government Code Section
2% at 50	21362
Three year final compensation	20037
Different levels of benefits	20475
Pre-retirement Optional Settlement 2 Death Benefit	21548
Credit for Unused Sick Leave	20965
Public Service Credit for Periods of Layoff	21022
Public Service for Peace Corps or America Corps: VISTA Service	21023.5
Military Service Credit as Public Service	21024

Public Service Credit for Service Rendered to a Nonprofit Corporation	21026
Military Service Credit for Retired Persons	21027
Local System Service Credit Included in Basic Death Benefit	21536
Cancellation of Payments for Service Credit Purchase Upon Industrial Disability Retirement	21037

**Nine Percent (9%) Employee Contribution.** Employees agree to share the cost of retirement contribution on a pre-tax basis by paying the full nine percent (9%) employee contribution. The employee’s CalPERS account shall be credited with the total nine percent (9%) employee contribution that shall be the maximum employee contribution. It is the intent of the parties to accommodate employees’ desire that said sums may be deducted on a pre-tax basis as deferred income for federal and state tax purposes. The parties believe the contribution is pre-tax because the City has filed the CalPERS IRS Code section 414(h) (2) resolution. However, any income tax obligations or penalties arising from such tax treatment shall be the exclusive responsibility of the employee. In the event of any adverse tax treatment for the employees, the City shall not be responsible. The City has made no representation regarding such tax treatment and employees shall seek such advice from their personal tax advisors regarding such matters.

**City Contribution.** The City agrees to pay the employer contribution to CalPERS.

**Section 8.04 - California Employees’ Pension Reform Act of 2013:** Assembly Bill No. 340 (2012) established the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) with which the City is required to comply.

**Section 8.05 - New Members and New Employees Under PEPRA:**

**New Members Defined by PEPRA.** New Members are defined by PEPRA as an employee who becomes a member of a public retirement system for the first time on or after January 1, 2013 and:

- A. Was not a member of a public retirement system before January 1, 2013; or
- B. Was a member of a public retirement system before January 1, 2013 that is not subject to reciprocity with CalPERS; or
- C. Alternatively, anyone who was an active member of a retirement system, has a break in service of six (6) months or more, and returns to active membership in the same system with a new employer.

**New Employees Defined by PEPRA.** New Employees are defined by PEPRA as an individual hired on or after January 1, 2013 and:

- A. Never worked in the public sector before January 1, 2013; or

B. Worked in the public sector before January 1, 2013, but worked for an employer with a retirement plan that did not have reciprocity with CalPERS.

New Members and New Employees will be covered under the 2.7% at 57 formula with the benefits specified below.

Provision	Government Code Section
\$500 Retired Death Benefit	Section 21620
2% Annual Cost-of-Living Allowance Increase	Section 21329
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Additional Service Credit 2 Years - Local Member	Section 20903
Final Compensation 3 Years	Section 20037
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to Continue After Remarriage of Survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

Employee Contribution. PEPRA (Government Code Section 7522.30) states, "Equal sharing of normal costs between public employers and public employees shall be the standard." The standard shall be that employees pay at least fifty percent (50%) of normal costs and those employers not pay any of the required employee contribution.

The "normal cost rate" shall mean the annual actuarially determined normal cost for the defined benefit plan of an employer expressed as a percentage of payroll.

New Members and New Employees shall pay fifty percent (50%) of the normal cost adjusted annually in accordance with the CalPERS actuarial valuation for the City of Fountain Valley 2.7% at 57 plan. Any change to the New Member and New Employee contribution rate will become effective the first payroll period closest to July 1 of the appropriate year.

Upon receipt of the annual actuarial valuation from CalPERS for the 2.7% at 57 plan, the Human Resources Department will forward a copy to the Association specifying the New Member and New Employee contribution rate for the upcoming period. This process shall serve as the meet and confer process for any increase in the employee contribution rate. Any change to the New Member and New Employee contribution rate will be memorialized in a Side Letter Agreement between the City and Association and shall serve as notice to the affected employees. The Association may request to meet with the City if the New Member and New Employee contribution rate increases.

City Contribution. The City agrees to pay the employer contribution to CalPERS.

**Section 8.06 - Classic/Legacy Employees Under the California Employees’ Pension Reform Act of 2013:**

An individual hired on or after January 1, 2013 who was employed by any public employer before January 1, 2013 and who does not meet the definition of “New Member” or “New Employee” under the PEPRA will be designated as a Classic/Legacy Employee. Classic/Legacy Employees are defined as those individuals who are:

- A. Working for an employer providing CalPERS retirement benefits who begins employment with the City of Fountain Valley without a break in service or a break in service of less than six (6) months; or
- B. Current member of a public retirement system or plan with reciprocity with CalPERS.

Classic/Legacy members will be covered under the 2% at 50 formula with the benefits specified below.

Provision	Government Code Section
2% at 50	21362
Three year final compensation	20037
Different levels of benefits	20475
Pre-retirement Optional Settlement 2 Death Benefit	21548
Credit for Unused Sick Leave	20965
Public Service Credit for Periods of Layoff	21022
Public Service for Peace Corps or America Corps: VISTA Service	21023.5
Military Service Credit as Public Service	21024
Public Service Credit for Service Rendered to a Nonprofit Corporation	21026
Military Service Credit for Retired Persons	21027
Local System Service Credit Included in Basic Death Benefit	21536
Cancellation of Payments for Service Credit Purchase Upon Industrial Disability Retirement	21037

Nine Percent (9%) Employee Contribution. Employees agree to share the cost of retirement contribution on a pre-tax basis by paying the full nine percent (9%) employee contribution. The employee’s CalPERS account shall be credited with the total nine percent (9%) employee contribution which shall be the maximum employee contribution. It is the intent of the parties to accommodate employees’ desire that said sums may be deducted on a pre-tax basis as deferred income for federal and state tax purposes. The parties believe the contribution is pre-tax because the City has filed the CalPERS IRS Code section 414(h) (2) resolution. However, any income tax obligations or penalties arising from such tax treatment shall be the exclusive responsibility of the employee. In the event of any adverse tax treatment for the employees, the City shall not be

responsible. The City has made no representation regarding such tax treatment, and employees shall seek such advice from their personal tax advisors regarding such matters.

City Contribution. The City agrees to pay the employer contribution to CalPERS.

**Section 8.07 - Retiree Health Savings Account.** Sworn, non-management fire employees will be required to contribute to the employee's retiree health savings account. Contributions to the retiree health savings account will be a flat dollar amount representing two percent (2%) of the top step Firefighter/Paramedic salary range at the beginning of each fiscal year. Contributions to the retiree health savings are made solely by the employee and all administrative fees for the plan will be deducted from each employee's individual account assets. The account assets that accumulate, plus investment earnings, will be used in retirement to pay health insurance premiums and other eligible out-of-pocket medical expenses such as deductibles, co-payments and dental care in accordance with Internal Revenue Code Section 213. The employee contribution will be portable if an employee should leave employment with the City of Fountain Valley prior to retirement. The contributions to the health savings account are as follows:

## **ARTICLE 9 – HEALTH AND OTHER INSURANCE FOR EMPLOYEES**

**Section 9.01 – Group Medical and Dental Insurance for Employees Hired July 31, 2011 and Earlier.** The City contracts with the California Public Employees' Retirement System's Public Employees' Medical and Hospital Care Act (PEMHCA) for medical insurance for City employees. The payment of premiums towards group medical/dental/life insurance will be through the administration of a flexible benefit package.

The City shall pay the CalPERS statutory minimum employer contribution specified in Section 22892 of the Public Employees' Medical and Hospital Care Act. In addition to the CalPERS statutory minimum employer contribution, the City shall make contributions to a flexible benefits plan as noted herein.

Employees Defined.

Tier 1 Employees are defined as those individuals employed in a full-time position with the City of Fountain Valley beginning July 31, 2011 and earlier.

Tier 1 Employees' City Contribution. The City contribution for full-time Tier 1 employees will be as follows:

Flex Dollar Allowance	Flex Dollars	Longevity Health Stipend	Total Flex Allowance
Electing <b>Employee Only</b> coverage	\$623.64	\$1,029.88	\$1,653.52
Electing <b>Employee +1 Dependent</b> coverage	\$1,110.61	\$542.91	\$1,653.52
Electing <b>Employee + Family</b> coverage	\$1,428.76	\$224.76	\$1,653.52

The amount identified as flex dollars is inclusive of the CalPERS statutory minimum.

Medical Waiver: Sworn, non-management fire employees who elect not to be covered under the medical plan provided through the cafeteria plan and provide proof of medical coverage meeting minimum essential coverage requirements under the Affordable Care Act shall receive the equivalent of the CalPERS statutory minimum as cash wages. However, the employee will be required to pay for dental and life insurance premiums, both of which are mandatory, out of the waiver of premium contribution (CalPERS statutory minimum).

Separation then Return to City Service. If an employee separates employment and later returns to employment with the City of Fountain Valley, the date the employee returned to employment will become the hire date for the employee and they will be considered a Tier 2 employee and only eligible for Tier 2 benefits.

**Section 9.02 – Group Medical and Dental Insurance for Employees Hired August 1, 2011 and later.**

Tier 2 Employees are defined as those individuals employed in a full-time position with the City of Fountain Valley beginning August 1, 2011 and later.

The City contribution for Tier 2 employees is as follows:

Flex Dollar Allowance	Flex Dollars
Electing <b>Employee Only</b> coverage	\$774
Electing <b>Employee +1 Dependent</b> coverage	\$1,261
Electing <b>Employee + Family</b> coverage	\$1,579

The amount identified as flex dollars is inclusive of the CalPERS statutory minimum.

Tier 2 employees do not qualify for the longevity health stipend.

Sworn, non-management fire employees who elect not to be covered under the medical plan provided through the cafeteria plan and provide proof of medical coverage meeting minimum essential coverage requirements under the Affordable Care Act shall receive the equivalent of the CalPERS statutory minimum as cash wages. However, the employee will be required to pay for dental and life insurance premiums, both of which are mandatory out of the waiver of premium contribution (CalPERS statutory minimum).

**Section 9.03 – Cafeteria Plan.** The provisions of the Cafeteria Plan are described below.

Benefits Provided Through the Cafeteria Plan. Insurance benefits in this article will be delivered through the provision of a cafeteria plan adopted in accordance with the provisions of Internal Revenue Code §125: medical and dental.

Each month the City will contribute to the cafeteria plan, flex dollars for current employees and new hires as specified in Sections 9.01 and 9.02. In addition, the City will contribute a longevity stipend for Tier 1 employees as specified in Section 9.01. The City's flex dollar contribution includes the CalPERS statutory minimum paid by the City.

Prior to January 1, 2011, dependent dental premiums were fully employee paid. However, due to the provisions of the cafeteria plan, dependent dental premiums are to be deducted from the flex dollars. Upon retirement, retirees are not covered by a cafeteria plan, so dependent dental premiums will be fully retiree-paid if coverage is elected. Nothing in these provisions requires City contributions towards dependent dental premiums.

The Purchase of Benefits through the Cafeteria Plan. The cafeteria plan offers sworn, non-management fire employees the opportunity to purchase medical insurance, dental, life, optional vision, and AFLAC insurance. Eligible employees may select from any of the medical insurance plans offered by CalPERS. If CalPERS changes any of the medical insurance plans by either adding or deleting the plan options, employees will be limited to those plan options offered by CalPERS.

Sworn, non-management fire employees may also elect any of the optional AFLAC, vision, flexible spending accounts, supplemental life/long-term care insurance options the City offers to employees at the employee's sole cost.

Dental and life insurance are not optional benefits and such premiums will be deducted from each employee's cafeteria plan flex dollars or waiver of premium contribution.

Employee Contributions for Benefit Options. If a sworn, non-management fire employee chooses optional benefits whose aggregate cost exceeds the total flex dollar City contribution to the cafeteria plan, the City will automatically deduct the excess amount on a pre-tax basis, if applicable, from the employee's bi-weekly payroll.

The Receipt of Cash Through the Cafeteria Plan. Sworn, non-management fire employees will be eligible to receive cash (subject to taxation as wages) through the cafeteria plan if they either opt out of receiving medical insurance or if they choose benefits that do not cost as much as the flex dollars provided by the City towards the cafeteria plan. Any such employee shall be eligible to receive in cash up to a maximum of three hundred fifty dollars (\$350) per month for employees who elect medical coverage or if medical coverage is declined, up to the CalPERS statutory minimum minus dental and life insurance premiums.

Employees in this unit who are receiving cash through the cafeteria plan in excess of three hundred fifty dollars (\$350) as of January 1, 2018 are grandfathered (per a side letter of agreement) to continue to receive cash in excess of three hundred fifty dollars (\$350) per month until they are no longer represented by IAFF, or the receipt of cash falls below three hundred fifty dollars (\$350).

**Section 9.04 – Term Life Insurance.** The amount of term life insurance for each sworn, non-management fire employee shall be fifty thousand dollars (\$50,000).

**Section 9.05 – Long-Term Disability.** The City shall pay to the FVFA IAFF Local 4530 nineteen dollars and fifty cents (\$19.50) per month, per employee for long-term disability insurance coverage. The City shall not be responsible for the maintenance of a long-term disability insurance policy for sworn, non-management fire employees. The City shall not be responsible if a sworn; non-management employee does not elect to participate in the FVFA IAFF Local 4530-sponsored long-term program, even though the City contributes nineteen dollars and fifty cents (\$19.50) per month towards such program.

An employee who is receiving long-term disability benefits is considered to be in an off-payroll status and will not accrue benefits during the time that they are in such status. In addition, employees who are in an off-payroll status while receiving long-term disability benefits are responsible for maintaining group health and life insurance coverage, and for paying the corresponding premiums.

**Section 9.06 – Flexible Spending Program**

The City shall provide a voluntary Flexible Spending Plan (Section 125 Plan under the Internal Revenue Code) to employees covered under this agreement. Enrollment in the plan allows employees to pay for out-of-pocket Health Care and Dependent Care costs with pre-tax dollars. The City will abide by Flexible Spending Account limits as set each year by the Internal Revenue Service (IRS).

At enrollment and annually thereafter, participants must designate the Flexible Spending Account election amount for the remainder of the year for new hires and for the next year for current employees. The annual amount is deducted from the employee's paycheck in equal installments, on a pre-tax basis, and credited to the employee's Flexible Spending Account. Reimbursement will be paid directly by a third party administrator.

Federal law prohibits any change in a Flexible Spending Account during the calendar year unless the employee or their dependent(s) have a qualifying "life event." as defined by the California Department of Insurance. Examples of some qualifying "life events" are; marriage, divorce or legal separation, birth or adoption of a dependent, death of a dependent, or a change in the employee or employee's spouse's employment status. The change in the Flexible Spending Account must be due to and consistent with the "life event" which permits the change.

An annual open enrollment period will be provided for the upcoming calendar year's program. Employees must affirmatively enroll in the Flexible Spending Account for each year. There is no automatic renewal.

When estimating annual expenses, employees are cautioned to only consider those expenses they are reasonably certain they will incur. Any amount left in a Flexible Spending Account at the end of the year is forfeited.

Deductions for Flexible Spending Accounts shall not reduce earnable compensation for purposes of calculating benefits or contributions for the California Public Employees' Retirement System.

The City maintains the right to select and change, if needed, the vendor to administer the Flexible Spending Account program.

**ARTICLE 10 – MEDICAL/DENTAL INSURANCE FOR RETIREES**

The City shall provide group medical/dental insurance to sworn, non-management fire employees who retire from the City meeting the criteria and subject to the conditions and limitations noted below. The City contracts with the California Public Employees' Retirement System's Public Employees' Medical and Hospital Care Act (PEMHCA) for medical insurance for City employees and retirees. Benefits are grouped in tiers based upon hire date and years of continuous City service.

Tier	Hire Date	Years of Continuous Service	Provisions the Employee in the Specified Tier is Eligible for
1A	8/9/85 and earlier	10 or more years	1,3,4,5,6,7, 8,11,13,15,16
1B	8/10/85-2/7/94	10 or more years	1,3,4,5,6,7, 8,12,13,15,16
1C	2/8/94-10/25/04	15 or more years	1,3,4,5,6,7, 8,12,13,15,16
1D	10/26/04-7/31/11	15 but less than 20 years	1,3,4,5,6,7, 9,12,13,15,16
1E	10/26/04-7/31/11	20 or more years	1,3,4,5,6,7, 8,12,13,15,16
1F	8/9/85 and earlier (Disability Retirement)	N/A	2,3,4,5,6,7, 8,11,15
1G	8/10/85 -7/31/11 (Disability Retirement)	N/A	2,3,4,5,6,7, 8,12,15
1H	7/31/11 and earlier if City service does not fit into Tiers 1A-1G		1,4,6,7,14
2A	8/1/11 and later	N/A	1,4,6,7,10,14
2B	8/1/11 and later (Disability Retirement)	N/A	2,4,6,7,10,14

The provision numbers listed below correspond to the code above designating which benefits each retiree is eligible for. If a code is not included in the "Provisions the

Employee in the Specified Tier is Eligible for" section, the employee in the specified tier is not eligible for that specific provision.

**Provision No. 1 - Retired Employee Definition.** A sworn, non-management fire employee is a retired employee when he/she:

- A. Has reached fifty (50) years in age or greater;
- B. Has been employed for at least five (5) years;
- C. Is a vested member of CalPERS;
- D. Retires with a service retirement after October 1, 1980;
- E. Retires directly from active duty and maintains continuous coverage both prior to and subsequent to their retirement.
- F. Any lapse in coverage will make the employee permanently ineligible for City contributions towards such retiree's premiums in excess of the CalPERS statutory minimum employer contribution.

**Provision No. 2 - Disability (Totally) Retired Employee Definition.** A sworn, non-management fire employee is disability (totally) retired when:

Any of the following permanent disabilities shall be conclusively presumed to be total in character (total disability):

- A. Loss of both eyes or the sight thereof.
- B. Loss of both hands or the use thereof.
- C. An injury resulting in a practically total paralysis.
- D. An injury to the brain resulting in incurable imbecility or insanity.

In all other cases, permanent total disability shall be determined in accordance with the facts.

Totally disabled employees may apply to the life insurance carrier for continued life insurance coverage under the waiver of premium provision. Coverage is subject to the annual provision, review and approval of the insurance carrier.

**Provision No. 3 - Eligible Qualified Dependent Coverage Limitation.**

For Retirements Effective July 31, 2011 or Earlier.

**Definition of Qualified Dependent:** Qualified dependent coverage is limited to the eligible retiree and those specific dependents as defined in the service provider's group

benefit agreement that were covered at the time of the employee's retirement, except for new spouses and newborn children who are eligible for coverage if enrolled pursuant to the group health benefit agreement.

For Retirements Effective August 1, 2011 and Later.

**Definition of Qualified Dependent:** A spouse and/or dependent child covered on the employee's medical and dental plan for a minimum of two (2) full years (twenty-four (24) months) prior to retirement. Such dependent will be classified as a qualified dependent.

**New Spouse Exception.** An exception will be made for employees who get married and add their spouse to their medical plan within thirty (30) calendar days of the marriage. In such cases, the spouse must be on the plan for a minimum of one (1) full year (twelve (12) months) prior to their retirement in order to receive City contributions towards retiree medical and will be classified as a qualified dependent. No other exceptions will be made.

**Dependent Children.** City contributions for dependent children will end the month during which the dependent child turns age twenty-three (23). The dependent child may continue on the plan until age twenty-six (26), in accordance with plan provisions; however, the City will not pay any contributions toward the dependent child's medical premium past age twenty-three (23). The following examples illustrate the impact to the City contribution when a dependent child turns age twenty-three (23):

- A. If the retiree covers 1) themselves and 2) a dependent child, the month during which the dependent child reaches age twenty-three (23), the City ceases contributions for the dependent child and pays only single coverage for the retiree.
- B. If the retiree covers 1) themselves, 2) a spouse and 3) a dependent child, the month during which the dependent child reaches age twenty-three (23), the City ceases contributions for the dependent child and pays two-party coverage for the retiree and spouse.
- C. If the retiree covers 1) themselves, 2) a spouse and 3) more than one (1) dependent child, the City will continue to pay family coverage. Effective during the month during which the youngest child reaches age twenty-three (23), the City ceases contributions for the dependent child(ren) and pays two-party coverage for the retiree and spouse.

**Definition of Non-Qualified Dependent.** A dependent added to the employee's medical and dental plan less than two (2) full years (twenty-four (24) months) prior to retirement or at a later date is ineligible for any City contribution towards medical insurance. A newly-married spouse not added to the employee's medical and dental plan within thirty (30) calendar days of marriage and on the plan for a minimum of one (1) full year prior to the employee's retirement is ineligible for any City contributions towards medical insurance. The non-qualified dependent may enroll in the medical plan; however, premiums for such enrollment are entirely dependent-paid. The City will not pay any contributions towards the medical premium for non-qualified dependent(s).

Premiums for additional covered dependent(s) or dependent(s) added on at a later date

in accordance with plan provisions will be paid entirely by the retiree and they will be classified as non-qualified dependent(s). Dependent dental premiums will be paid entirely by the retiree. Failure to pay premiums for non-qualified dependent(s) will result in loss of coverage.

**Provision No. 4 - Separation then Return to City Service.** If an employee separates employment and later returns to employment with the City of Fountain Valley, the date the employee returned to employment will become the hire date for the employee and they will be considered a new hire and only eligible for new hire benefits. Reinstatement of accrued sick leave may be applicable as specified in Section 11.09.

**Provision No. 5 - Limitation.** There is no cash back provision if the premiums for the medical and dental plans for qualified dependents is less than the difference between the CalPERS statutory minimum and the medical premium for the plan selected for the retiree and eligible qualified dependent(s) and retiree only dental premium up to the maximum the City contributes for active sworn, non-management Fire personnel for Tier 1 employees.

**Provision No. 6 - Life Insurance.** Retirees are not eligible for life insurance coverage through the City.

**Provision No. 7 - CalPERS Statutory Minimum Employer Contribution.** Only while participating in the CalPERS medical plan will the City pay the CalPERS statutory minimum employer contribution specified in Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA) to CalPERS. Should the City discontinue contracting with PEMHCA at any time, the City will not be responsible for paying any contribution towards health insurance premiums for such retiree and those premiums shall be entirely retiree-paid. There shall be no City contributions towards dental insurance.

**Provision No. 8 - City Contributions.**

**For Retirements Effective July 31, 2011 or Earlier.**

The City will contribute towards the monthly medical premium for the retiree and eligible qualified dependent(s) and retiree only dental premium up to the maximum the City contributes for active sworn, non-management Fire personnel. The premiums shall be based on medical/dental coverage for the eligible retiree and medical coverage only for eligible dependent(s) as defined in the service provider's group health benefit agreement. At no time will the maximum City contribution be less than the maximum City contribution at the time the employee retired from the City.

**For Retirements Effective August 1, 2011 and Later.**

The City will contribute towards the monthly medical premium for the retiree and those eligible dependent(s) who were covered on the employee's plan for a minimum of two (2) full years (twenty-four (24) months) prior to retirement (designated as qualified dependent) and retiree only dental premium up to the maximum the City contributes for active sworn, non-management Fire personnel. The premiums shall be based on medical/dental coverage for the eligible retiree and medical coverage only for the qualified

dependent, if applicable. At no time, will the maximum City contribution be less than the maximum City contribution at the time the employee retired from the City.

**Provision No. 9 - City Contributions (75%).**

For Retirements Effective July 31, 2011 or Earlier.

The City will contribute towards the monthly medical premium for the retiree and eligible qualified dependent(s) and retiree only dental premium up to seventy five percent (75%) of the maximum the City contributes for active sworn, non-management Fire personnel. The premiums shall be based on medical/dental coverage for the eligible retiree and medical coverage only for eligible dependent(s) as defined in the service provider's group health benefit agreement. At no time will the maximum City contribution be less than the maximum City contribution at the time the employee retired from the City.

For Retirements Effective August 1, 2011 and Later.

The City will contribute towards the monthly medical premium for the retiree and those eligible dependent(s) who were covered on the employee's plan for a minimum of two (2) full years (twenty-four (24) months) prior to retirement (designated as qualified dependent) and retiree only dental premium up to seventy-five percent (75%) of the maximum the City contributes for active sworn, non-management Fire personnel. The premiums shall be based on medical/dental coverage for the eligible retiree and medical coverage only for the qualified dependent, if applicable. At no time, will the maximum City contribution be less than the maximum City contribution at the time the employee retired from the City.

**Provision No. 10 - Retiree Health Savings Account.**

See Section 8.07.

**Provision No. 11 - Supplemental to Medicare City Contribution.** Coverage will become supplemental to Medicare at age 65. The City will pay the medical premium, as applicable for the retiree and eligible qualified dependent(s) and retiree only dental premium up to the maximum the City contributes for active sworn, non-management Fire personnel for Tier 1 employees. At no time will the maximum City contribution be less than the maximum City contribution at the time the employee retired from the City.

**Provision No. 12 - Termination of City Contribution at Age 65.**

For Retirements Effective July 31, 2011 or Earlier.

Medical coverage will terminate upon the retiree or covered dependent reaching age sixty-five (65), at which time, the employee and covered dependent continues coverage at their own expense for medical insurance. Only while participating in the CalPERS medical plan will the City pay the minimum employer contribution specified in Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA) to CalPERS. Retiree only dental premiums will continue to be paid by the City until the retiree's death.

For Retirements Effective August 1, 2011 and Later.

Medical coverage will terminate upon the retiree or covered dependent reaching age sixty-five (65), at which time, the employee and covered dependent continues coverage

at their own expense for medical insurance. Only while participating in the CalPERS medical plan will the City pay the minimum employer contribution specified in Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA) to CalPERS. City contributions for retiree dental premiums will continue until the retiree's death but effective the month immediately following the retiree reaching age sixty-five (65), the City contribution for dental will be limited to the single premium for the HMO dental plan. Should the employee elect the PPO dental plan, the employee will be billed for the difference between the HMO and PPO single premium. Failure to pay the difference in premiums will result in a change to HMO single dental coverage.

**Provision No. 13 – Surviving, Eligible Qualified Dependent(s) City Contribution.**

While eligible for City contributions, the City pays the actual basic medical premium for the surviving spouse and eligible qualified dependent(s) up to the maximum the City contributes for active sworn, non-management fire personnel for Tier 1 employees minus the CalPERS statutory minimum employer contribution during the time-period the survivors are eligible for City contributions. There shall be no City contributions towards dental premiums.

**Provision No. 14 – Retiree Contributions.** The retiree enrolls in the medical plan at their own expense for medical insurance.

The retiree may elect dental coverage through COBRA continuation for eighteen (18) months. If elected, the retiree will pay the full premium plus the two percent (2%) administrative fee. Failure to pay premiums will result in loss of coverage.

**Provision No. 15 - Retiree Contributions.**

**Premiums for Plan Selected Exceeds the Total City Contribution.** If a retiree chooses benefits whose aggregate premium cost exceeds the total City contribution, the retiree will be responsible for paying the excess premiums.

**Non-Qualified Dependent(s).** If non-qualified dependent(s) are covered under the plan, the retiree will be responsible for paying the full premium for such dependent(s).

**Dependent Dental Premium.** If dependent dental coverage is elected, the dependent dental premium is deducted from the City's reimbursement to the retiree for health premiums or the retiree will be billed because such premiums continue to be employee/retiree-paid.

**Medicare Premium.** Medicare premiums are fully -paid by the retiree or their survivor.

**Provision No. 16 – Surviving, Eligible Qualified Dependent(s) – Continuation on the Medical and Dental Plans.** The surviving spouse and dependent(s) of a deceased retiree or dependent survivors of employees killed in the line of duty (refers to death while employee is currently employed, which is directly attributable to job-related causes) may continue on the City's medical and dental plan which will become supplemental upon eligibility of the surviving spouse or dependent children for other group health insurance as a result of employment, remarriage, or eligibility of the surviving spouse or dependent

children for Medicare at age sixty-five (65). The surviving spouse or dependent children may convert to any existing City plan offered during the regular open enrollment period.

**ARTICLE 11 - LEAVES**

**Section 11.01 – Holidays.** Sworn, non-management fire employees shall be entitled to eleven (11) paid holidays per calendar year (at eight (8) hours per holiday totaling eighty-eight (88) hours annually) except as otherwise provided for in this MOU. The eleven (11) paid holidays to which employees are entitled shall be as follows:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving and the day after Thanksgiving
- Christmas
- "Floating Holiday"

The exact date upon which each of the above holidays will be observed and during which City Hall will be closed shall be set by Administrative Regulation each year.

**Section 11.02 - Holiday Payoff.** This is defined as additional compensation for suppression employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. This is designated by CCR 571 (a) as statutory items. Payment for holidays shall be based on a forty-hour (40) workweek hourly rate and shall be paid as earned.

The Administrative Fire Captain is paid for holidays as observed indicated in Section 11.01. Payment for holidays shall be based on a forty-hour (40) workweek hourly rate and shall be paid as earned. The Administrative Captain holiday pay is not reportable to PERS and does not meet the definition of statutory items designated by CCR 571 (a).

New hires will only be entitled to holiday payoff for the holidays observed in accordance with the Administrative Regulation for holidays for the specific calendar year, starting with their employment date moving forward. Holidays that were observed in the calendar year previous to the employee's hire date are not compensable to the new hire.

**Section 11.03 - Vacation Accrual Rate.** Sworn, non-management fire employees assigned to a 56-hour schedule shall accrue vacation time at the following rates:

Years of Service	Hours Per Year	Hours Per Payroll Period
First Year	112 hours	4.31
Years 2 - 5 inclusive	168 hours	6.46
Years 6 - 10 inclusive	180 hours	6.92

Years 11 - 14 inclusive	192 hours	7.38
Years 15 or more	280 hours	10.77

Sworn, non-management fire employees assigned to a 40-hour schedule shall accrue vacation time at the following rates:

Years of Service	Hours Per Year	Hours Per Payroll Period
First Year	80 hours	3.08
Years 2 - 5 inclusive	120 hours	4.62
Years 6 - 10 inclusive	128 hours	4.92
Years 11 - 14 inclusive	136 hours	5.23
Years 15 or more	200 hours	7.69

Sworn, non-management fire employees assigned to a fifty-six (56)-hour schedule may accrue a maximum of three hundred thirty-six (336) hours of vacation time. Sworn, non-management fire employees assigned to a forty (40) hour schedule may accrue a maximum of two hundred forty (240) hours of vacation except that an employee who is absent from duty as a result of an industrial injury/illness and who is concurrently precluded from utilizing vacation time, shall be allowed to accrue more than three hundred thirty-six (336) or two hundred forty (240) hours, depending upon assigned schedule, as long as they remain absent from duty receiving 4850 or partial temporary disability benefits, as the result of an industrial injury/illness.

Vacation time shall be taken subject to the approval of the Fire Chief or Battalion Chief on duty.

**Section 11.04 - Sick Leave Accrual Rate.** Sworn, non-management fire employees assigned to a fifty-six (56)-hour schedule shall accrue sick leave at the rate of twelve (12) hours per month. Sworn, non-management fire employees assigned to a forty (40) hour schedule shall accrue sick leave at the rate of eight (8) hours per month. There shall be no limit to the number of hours that may be accrued.

**Section 11.05 - Sick Leave Usage.** Sick leave for the employee’s own illness may be used for the following purposes:

- A. The diagnosis, care or treatment of an existing health condition or preventative care.
- B. For an employee who is a victim of domestic violence, sexual assault or stalking to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety or welfare of the employee or their child(ren) and also:
  - 1. Seek medical attention for injuries caused by domestic violence, sexual assault or stalking.

2. Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking.
3. Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking.
4. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking including temporary or permanent relocation.

The use of sick leave shall be subject to the approval of the Fire Chief or designee, who may request a physician's statement or other documentation substantiating the illness at any time, and may require a release to duty before allowing an employee to return to duty. If the Fire Chief or designee requires a physician's statement, the employee may either provide a release from their own physician and the City will reimburse the employee for the employee's co-payment for the office visit to the doctor or the employee may schedule an appointment, through the Human Resources Department , with the City's doctor at no cost to them.

Sick leave may be used for absences resulting from industrial injuries or illnesses.

**Section 11.06 - Sick Leave Usage for Family Illness.** A sworn, non-management fire employee may use accrued sick leave up to a maximum of one-half of one year's annual accrued sick leave seventy-two (72) hours for employees on a fifty-six (56)-hour work schedule or forty-eight (48) hours for employees on a forty (40)-hour work schedule) for family illness. Family sick leave may be used for the diagnosis, care or treatment of an existing health condition or preventative care for an employee's family member as defined below:

A child (biological, adopted, foster child, step-child, legal ward or a child to whom the employee stands in loco parentis) regardless of age or dependency status.
A biological, adoptive, or foster parent, step parent or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child.
A spouse.
A registered domestic partner.
A grandparent.
A grandchild.
A sibling.
An employee may designate one person per 12-month period at the time the employee requests family sick leave.
Individuals who live in the same household or whose relationship to the employee is that of a dependent or near-dependent.

**Section 11.07 - Sick Leave Payoff.** Sworn, non-management fire employees with at least ten (10) years of continuous, full-time service with the City who either retire, are laid off, or die, may request payment at the time of separation, in an amount equal to twenty-

five percent (25%) of the salary value of the employee's accrued, unused sick leave balance at the time of separation.

In the event of death, if the employee had served at least ten (10) years of continuous full-time service with the City, twenty-five percent (25%) of the monetary value of the employee's accrued, unused sick leave at the time of death shall be paid to the employee's estate.

**Section 11.08 - Retirement Credit for Unused Sick Leave.** Pursuant to Government Code Section 20862.8 and the City's contract with CalPERS, sworn, non-management fire employees who retire from the City may receive service credit towards their retirement for a maximum of two thousand (2,000) hours of accrued, unused sick leave for which they do not receive compensation. This provision shall apply to sworn, non-management fire employees whose effective date of retirement is within four (4) months (one hundred twenty (120) days) of separation from employment with the City.

**Section 11.09 – Sick Leave Upon Reinstatement.** In accordance with Assembly Bill 1522, beginning July 1, 2015, should a sworn, non-management fire employee separate from employment with the City of Fountain Valley then is rehired by the City within one (1) year from the date of separation, their accrued, unused sick leave hours at the time of separation after any sick leave payoff or hours reported to CALPERS, if any, shall be reinstated once the employee is rehired by the City.

**Section 11.10 – Bereavement Leave.** Sworn, non-management fire employees who have been employed for at least thirty (30) days with the City shall be entitled to a maximum of five (5) working days (up to three (3) of which shall be with pay) as Bereavement Leave, when they are compelled to be absent from duty by reason of death of an immediate family member, or in the event of critical illness where death appears to be imminent.

For purposes of bereavement leave, "immediate family member" refers to spouse, registered domestic partner, child, step-child, grandchild, sibling, parent, step-parent, parent-in-law, grandparent, or legal guardian.

**Section 11.11 - Industrial Injury Leave.** Sworn, non-management fire employees who sustain injuries or illnesses arising out of their employment or in the course of their employment shall be entitled to a maximum of one (1) year of industrial injury leave at full salary and benefits, pursuant to Labor Code Section 4850.

**Reassignment to a 40-hour Schedule.** Sworn, non-management fire employees reassigned from a fifty six (56)-hour to a forty (40)-hour schedule to work light duty shall continue to accrue vacation and sick leave at the fifty six (56)-hour rate. In addition, an employee reassigned to a forty (40)-hour schedule and using accrued vacation or sick leave shall be charged one (1) hour for each hour of vacation or sick leave used.

**Section 11.12- Association Leave and Meetings.** The City grants to authorized representatives of the FVFA one hundred (100) hours Association Leave time per fiscal year for fully paid release to attend trainings, seminars, conferences, and other

Association-related functions. Each fiscal year, up to fifty (50) hours of unused Association Leave may be rolled over into the following fiscal year and added to that fiscal year's annual accrual.

Authorized representatives should make every effort to give reasonable, advanced notice greater than seventy-two (72) hours to the staffing captain when requesting time off. If the timeframe of the request is less than seventy-two (72) hours in advance, the request will not be granted unless the authorized representative's time off can be voluntarily covered by another employee. The time off must be authorized by the Association President prior to submittal.

Pursuant to Government Code Section 3500 et seq., City agrees to allow reasonable periods of time for the FVFA IAFF Local 4530 to conduct business. The times and locations for the conduct of meetings and other Association business shall be subject to the approval of the Fire Chief and the City Manager or their designees.

#### **ARTICLE 12 - ILLEGAL/CONTROLLED SUBSTANCE SCREENING**

Illegal/controlled substance screening is detailed in Administrative Regulation 1059.

#### **ARTICLE 13 - NO SMOKING POLICY**

Prior to employment, all sworn, non-management fire employees must sign an affidavit certifying that they do not smoke. Sworn, non-management fire employees hired subject to this section that smoke while employed by the City will be subject to disciplinary action up to and including termination. This provision became effective August 10, 1985.

#### **ARTICLE 14 - PHYSICAL FITNESS PROGRAM AND HEALTH EVALUATIONS**

**Section 14.01 – Physical Fitness Program.** The City and FVFA IAFF Local 4530 agree to continue the Physical Fitness Program, in order to ensure the fitness of all sworn, non-management fire employees to reduce the chances of injury or illness, and to monitor the physical condition of fire personnel on a regular basis. All sworn, non-management fire employees are required to participate in the Physical Fitness Program, unless excused for medical or other approved reasons.

**Section 14.02 - Physical Fitness Standards.** Physical fitness standards for sworn, non-management fire employees are contained in the Physical Fitness Program, which is attached as (Exhibit 1) to this MOU. The City agrees to provide a specified amount of time, whenever practical, for employees to participate in approved physical fitness activities during their assigned shift. Normally, this shall be at the beginning of the shift.

**Section 14.03 - Health Evaluations.** The City of Fountain Valley agrees to contract with a qualified healthcare provider to conduct periodic health/fitness evaluations of sworn, non-management fire employees and to pay the cost of such evaluations subject to the provisions listed below.

- A. Confidentiality of Information. The medical portion of the results of the health/fitness evaluations shall be protected as confidential, medical information and shall not be disclosed to anyone other than the employee, unless a condition or situation exists where it appears as though an employee has sustained a job-related illness, injury, or disease, or where the evaluation reveals a condition, illness, injury or disease which might jeopardize the health and safety of others. In either of these situations, the employee and the City shall be notified of any limitations on the ability to perform essential job functions and the nature and/or extent of the limitations.
- B. Health Evaluation Components for Employees Age Thirty-Five (35) and Under. Employees thirty-five (35) years old and under shall receive Health Evaluations to be Conducted by the City's Qualified Health Care Provider
1. Lung x-ray every other year.
  2. Doctor's examination annually.
  3. HIV screening annually.
  4. Tuberculosis screening annually.
  5. Hepatitis B screening as needed.
  6. Respirator examination annually.
  7. Review stress EKG results annually.
  8. Review lab results annually.
  9. Blood screening (comprehensive metabolic panel and lipid/cardio risk profile) annually.
  10. Pulmonary function annually.
  11. Heavy metal exposure annually.

However, in accordance with Article 14, health evaluation components for Employees age thirty five (35) and Under, employees in this category are only permitted one stress EKG through the City's qualified healthcare provider every other year. The employee may receive a stress EKG through Concentra in the alternate year.

- C. Health Evaluation Components for Employees Over Age Thirty-Five (35): Employees over the age thirty-five (35) shall receive Health Evaluation to be Conducted by the City's Qualified Health Care Provider Lung x-ray annually.
1. Doctor's examination annually.
  2. HIV screening annually.
  3. Tuberculosis screening annually.
  4. Hepatitis B screening as needed.
  5. Respirator examination annually.
  6. Review stress EKG results annually.
  7. Review lab results annually.
  8. Blood screening (comprehensive metabolic panel and lipid/cardio risk profile) annually
  9. Stress EKG annually
  10. Pulmonary function annually

\*Sworn, non-management Fire employees may elect to have the City's qualified healthcare provider conduct the stress EKG test, upon notifying the Fire

Department Wellness Program Administrator of their request. Sworn, non-management Fire employees shall provide the results of the stress EKG to the as part of this program.

Sworn, non-management fire employees shall attend the health evaluations and while on duty. Sworn, non-management fire employees may not attend the health evaluation while not on duty without the express pre-approved authorization of the Fire Chief or designee.

D. Health Evaluation Components for Employees Age Thirty-Five (35) and Under.

1. Blood screening (comprehensive metabolic panel and lipid/cardio risk profile) annually.
2. Tuberculosis screening annually.
3. Hepatitis B screening as needed.
4. Lung x-ray every other year.
5. Stress EKG every other year.
6. Doctor's examination annually.
7. HIV screening annually.
8. Pulmonary function annually.
9. Respirator examination annually.

E. Health Evaluation Components for Employees Over Age Thirty-Five (35):

1. Blood screening (comprehensive metabolic panel and lipid/cardio risk profile) annually.
2. Tuberculosis screening annually.
3. Hepatitis B screening as needed.
4. Lung x-ray annually.
5. Stress EKG annually.
6. Doctor's examination annually.
7. HIV screening annually.
8. Pulmonary Function annually.
9. Respirator examination annually.

The testing for the aforementioned program will be conducted by the City's qualified healthcare provider.

**Section 14.04 – Physical Fitness/Wellness Program.** The physical fitness/wellness program shall involve the following elements:

- A. Performance testing shall be carried out semi-annually, with the process being presided over by a representative from the FVFA IAFF Local 4530.
- B. Performance testing standards shall be calibrated according to the age of the candidates as specified in Exhibit 1.
- C. Performance testing shall be conducted while the sworn, non-management fire employee is on duty.

- D. Eligible personnel who have previously met all performance standards and are unable to re-qualify due to an injury or illness shall continue to receive wellness pay subject to the determination of the Fire Chief or designee that the person is unable to participate in the performance test. However, said personnel shall be required to submit to a performance test as soon as they are released to full duty.
- E. Eligible personnel who fail any or all standards of the performance testing process shall be given the opportunity to retest within thirty (30) days of the failure.

#### **ARTICLE 15 - CITY VEHICLE FOR ADMINISTRATIVE FIRE CAPTAIN**

The sworn, non-management employee assigned as the Administrative Fire Captain will be provided with a City vehicle for their use during work and for driving to and from the work site. The vehicle may only be used for official City business, unless express approval is given by the Fire Chief or designee for special situations. A City fuel card will be provided for fueling the vehicle. The use of the City vehicle is at the sole discretion of the City and the City reserves the right to cease providing a City vehicle at any time upon notice to the FVFA IAFF Local 4530. The FVFA IAFF Local 4530 may request to meet and confer with the City regarding any changes to the use of the City vehicle.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

General. The following grievance procedure is for the purpose of affording employees a means of obtaining appropriate consideration by supervisory and management personnel of problems within their power to resolve.

Scope of Grievance Procedure. A grievance may be initiated by any employee who believes that the application of a policy, practice, rule, or procedure has been incorrect or inappropriate, and has adversely affected their employment.

- A. The following subjects are excluded from the scope of the grievance procedure:
1. Matters, which have other means of appeal within the City, including disciplinary actions.
  2. Matters which are within the exclusive jurisdiction of another agency, and for which a means of appeal is provided.
  3. Matters pertaining to clarification of any of the provisions of this MOU.
  4. Classification content.
  5. Performance evaluations. (See the Performance Evaluation Section)

6. Recruitment, testing and selection procedures. (See Appeals of Testing and Selection Procedures)

**Form.** All grievances must be submitted in writing, and must contain the following information:

- A. Employee's name, title, department and division.
- B. The name of the individual or organization, if any, representing the employee in the grievance procedure.
- C. The date the grievance is being submitted.
- D. The nature of the grievance, including a statement of the specific rules, regulations, policies, procedures, ordinances, or resolutions, if any, which are alleged to have been violated, the date the alleged violation occurred, and the specific decision or action which constituted the alleged violation.
- E. The facts and/or circumstances, which gave rise to the grievance.
- F. Any available support documentation or other material, which is to be considered in conjunction with the grievance.
- G. A statement of efforts that have been undertaken to resolve the grievance informally.
- H. A statement of the remedy, which the employee is seeking.

**Informal Discussion.** If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards resolution.

**Formal Grievance Procedure.**

A. Step 1

- 1. An employee shall submit a grievance to their immediate supervisor within fifteen (15) calendar days of the occurrence-giving rise to the grievance, or within fifteen (15) calendar days of the date that the employee became aware of the occurrence-giving rise to the grievance.
- 2. Upon receipt of a formal grievance, the employee's supervisor shall make an initial determination as to whether or not they have the authority to resolve the grievance. If so, the supervisor shall proceed as outlined in subsection (3) below. If the supervisor determines that it is not within their authority to resolve the grievance, the grievance shall be forwarded to the appropriate individual within the chain of command for consideration, and the employee shall be so notified.

3. Within fifteen (15) calendar days after receipt of a formal grievance, the supervisor or appropriate individual to whom the grievance is directed shall meet with the employee who may be accompanied by their designated representative. Within fifteen (15) calendar days after meeting with the employee, the supervisor shall forward their decision in writing to the employee.

B. Step 2

1. A formal grievance that has not been satisfactorily resolved at the supervisory level may be submitted to the Fire Chief or designee within fifteen (15) calendar days after receipt of the decision rendered by the appropriate supervisor/individual.
2. Within fifteen (15) calendar days after receiving the grievance, the Fire Chief or designee shall schedule a meeting with the employee who may be accompanied by their designated representative. Within fifteen (15) calendar days after meeting with the employee, the Fire Chief or designee shall notify the employee in writing of their decision.
3. If, in the opinion of the employee and the Fire Chief or designee a meeting is not necessary, said meeting may be waived by mutual consent.
4. A grievance that is withdrawn, whether voluntarily or by virtue of failure to submit the grievance within the specified timeframe, cannot be re-filed.

Appeal to City Manager.

- A. Grievances which are not satisfactorily resolved at Step 2 and which meet the conditions set forth below may be submitted to the City Manager or designee within fifteen (15) calendar days after receipt of the written decision from Step 2.
- B. Grievances, which meet one (1) or more of the following conditions, may be submitted to the City Manager or designee:
  1. The grievant alleges an abuse of discretion on the part of the Fire Chief or designee during the grievance process.
  2. The remedy sought is not within the authority of the Fire Chief or designee to approve or implement.
- C. Grievances submitted to the City Manager or designee shall be accompanied by the following information:
  1. Copies of the written decisions at Steps 1 and 2.
  2. Information indicating how or in what manner the Fire Chief or designee abused their discretion, if an abuse of discretion is alleged and/or how the remedy sought is not within the authority of the Fire Chief or designee to approve or implement.

- D. Within fifteen (15) calendar days after receipt of the grievance, the City Manager or designee shall schedule a meeting with the employee who may be accompanied by their designated representative. The date, time, and location of the meeting shall, within reason, be acceptable to both parties and be scheduled to accommodate those individuals whose presence is required at the meeting.
- E. The City Manager or designee may conduct such activities as are necessary and appropriate to properly resolve the employee's grievance.
- F. The City Manager or designee shall submit a written response to the employee within fifteen (15) calendar days after meeting with the employee, or within fifteen (15) calendar days after completing their investigation.

Extension or Waiver of Time Limits. Any of the time limits contained in this grievance procedure may be extended or waived upon mutual agreement of the City and the employee or their representative.

#### **Conduct of Grievance Procedure.**

- A. An employee may be represented by a person of their choosing at any step of the grievance procedure.
- B. Employees shall be free from reprisal for good faith utilization of the grievance procedure.

Proceedings held pursuant to this grievance procedure shall not be evidentiary hearings. This limitation shall not preclude the grievant from presenting witnesses or other relevant evidence as part of the proceedings.

Performance Evaluations. With respect to performance evaluations being excluded from the grievance process, any performance evaluation in which the employee disagrees with all or part of the evaluation and provides written support will be forwarded to the City Manager or designee with all documentation by Human Resources when the evaluation is received. The City Manager or designee may then take whatever action is deemed appropriate, if any.

#### **Appeals of Testing and Selection Procedures.**

- A. An employee who wishes to appeal a testing or selection procedure, or the results thereof, shall present their appeal to the immediate supervisor, who shall forward the appeal through the chain-of-command to the City Manager or Human Resources Director or their designee. Appeals of testing or selection procedures may not be filed until the testing and selection process is completed and shall be filed within fifteen (15) calendar days after the certification of the eligibility list. All persons who participated in the testing and selection process shall be notified of the date on which the eligibility list is certified.

- B. Upon receiving an appeal of a testing or selection procedure, or the results thereof, the City Manager or Human Resources Director or their designee shall investigate, or cause to be investigated, all relevant facts regarding the appeal, and shall make a final determination. Such an appeal shall not require a hearing.
- C. An employee can only appeal a selection/testing procedure if the result would place them on the eligibility list, or change their position on this list. An individual appealing a testing/selection procedure must have been an applicant or would have been but for the procedure being appealed.
- D. If the appeal is sustained and such determination results in the invalidation of all or part of the testing and selection procedure, a new recruitment shall be initiated.

### **ARTICLE 17 - INTERPRETATION OF MOU**

Questions regarding the interpretation and/or application of any of the provisions of this MOU shall be formally raised only by the parties to the MOU, subject to the following conditions:

- A. The party raising the question of interpretation/application of the MOU shall notify the other party of the nature of the question within ten (10) working days after the matter is brought to their attention.
- B. Both parties shall attempt to resolve the dispute at the supervisory or departmental level, if appropriate. If it is not possible to resolve the matter at the supervisory or departmental level, both parties shall submit a statement of the facts concerning the matter to the City Manager or designee for their findings and determination. The decision of the City Manager or designee shall be final.

### **ARTICLE 18 - APPEALS OF DISCIPLINARY ACTIONS**

#### **Section 18.01 - General Provisions.**

- A. City agrees to afford FVFA members the protections of the Firefighters Procedural Bill of Rights Act (hereinafter "FBOR") as enacted in AB 220, Chapter 591 Stats 2007, as set forth in Government Code Section 3250 et seq.
- B. No FVFA IAFF Local 4530 member shall be disciplined unless the person imposing the disciplinary action believes, in good faith, that reasonable cause exists for imposing disciplinary action.
- C. Any permanent employee (this article does not apply to probationary employees) shall have the right to appeal any Punitive Action imposed on them, subject to the conditions contained in this section.
- D. For purposes of this section, "Punitive Actions" refer to the following: written reprimand, suspension without pay, demotion, reduction in pay, termination, or

transfer for purposes of punishment (Government Code Section 3251(c)). Discipline involving Punitive Actions may be appealed to an Administrative Law Judge.

- E. Oral reprimands may be appealed only to the next level within the chain-of-command. All other discipline not involving discharge, demotion, suspension or reduction in salary may only be appealed up to the City Manager or designee.
- F. At all times prior to and during the imposition and appeal of a disciplinary action, the City shall take whatever steps necessary to ensure compliance with procedural due process requirements including but not limited to the FBOR. Pre-disciplinary efforts will include at a minimum and where appropriate and required by case law, notice to the employee of the intent to take disciplinary action, a description of the action, a statement of reasons on which the action is based, copies of material on which the notice is based, the opportunity to be heard prior to the rendering of a decision, and a statement of the right to appeal.
- G. An appeal is an application for review of the type and degree of discipline at issue, and may result in increased discipline.

**Section 18.02 - Appeal Procedures for Discipline Not Involving Discharge, Demotion, Suspension or Reduction in Salary.**

- A. Disciplinary action imposed against an employee may be appealed for any of the following reasons:
  - 1. A disagreement or dispute over the facts giving rise to the imposition of disciplinary action.
  - 2. Abuse of discretion by the supervisor imposing discipline, or by a reviewing authority. Abuse of discretion includes, but is not limited to exceeding or acting without authority, denying an employee procedural due process, or imposing discipline that is not warranted in either type or degree by the offense.
- B. Appeal of a disciplinary action must be filed with the Fire Chief or designee within fifteen (15) calendar days of the date the disciplinary action was imposed.
- C. Appeal of a disciplinary action must be in writing, and must include, as a minimum, the following:
  - 1. If the employee is alleging a disagreement over facts, a statement regarding what facts, if any, are in dispute. If there is no dispute over the facts, the appeal should so state.
  - 2. If the employee is alleging abuse of discretion by the supervisor who imposed disciplinary action, a statement setting forth the manner in which the supervisor imposing the disciplinary action abused their discretion. Specifically, the statement must show that the supervisor has exceeded or acted without authority;

that the employee was denied procedural due process; or that the disciplinary action imposed was not warranted by the facts of the situation.

3. The remedy being sought by the employee.
- D. Upon receiving an appeal of a disciplinary action, the Fire Chief or designee shall first determine whether or not the appeal complies with Sections 18.02 B and 18.02 C 1, 2, and 3. If not, the appeal shall be denied based on one or more of the following:
1. The appeal was not filed in a timely manner, pursuant to Section 18.02B.
  2. The appeal does not allege a dispute over the facts, or abuse of discretion, or is otherwise incomplete.
- E. If the appeal complies with Sections 18.02 B and 18.02 C 1, 2 and 3, the Fire Chief or designee shall take the necessary steps to determine the merits of the appeal. Included in such steps will be the opportunity for the employee and their designated representative, if any, to meet with the Fire Chief or designee, and to review any additional evidence, which supports the disciplinary action.
- F. Within five (5) working days after completing their investigation of appeal, the Fire Chief or designee shall notify the employee in writing of their decision, and the reasons therefor.

**Section 18.03 - Appeal to the City Manager for Discipline Not Involving Discharge, Demotion, Suspension or Reduction in Salary.**

- A. The decision of the Fire Chief or designee may be appealed to the City Manager or designee within fifteen (15) days after the Fire Chief or designee's decision is rendered. Upon receiving such an appeal, the City Manager or designee shall proceed in the same manner as outlined in Section 18.02D, except that the rights provided by the FBOR shall be afforded.
- B. If the disciplinary action imposed involves a significant property right, an employee shall be assured the right to a formal hearing in compliance with the FBOR, unless the employee specifically waives such right. If the disciplinary action does not involve a significant property right, the City Manager or designee may either conduct a formal or informal hearing, or hold no hearing.
- C. Within fifteen (15) calendar days after completing the investigation of the appeal, the City Manager shall notify the employee in writing of their decision and rationale. The decision of the City Manager shall be final, except as provided in Section 2.52.200 of the Fountain Valley Municipal Code.

**Section 18.04 – Appeal Procedures For Suspension, Reduction in Pay, Demotion and Termination.** The administrative appeal process provided for discipline involving punitive action is established pursuant to Government Code §3254.5 of the Firefighters Procedural Bill of Rights. This administrative appeal process shall apply to all sworn, non-

management fire employees.

A. Definitions:

1. The term "fire personnel" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any fire personnel who are peace officers pursuant to Penal Code § 830.37.
2. The term "punitive action" means any action defined by Government Code § 3251 (c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment." A layoff is not punitive action subject to a disciplinary appeal.

B. Notice of Appeal: In accordance with California Government Code Section 11506(a), within fifteen (15) calendar days following receipt of notification of punitive action, the employee shall notify the Personnel Manager in writing of the employee's intent to appeal the punitive action

C. The appeal hearing shall be before a State Administrative Law Judge ("ALJ") and shall be conducted in accordance with Chapter 5 (commencing with § 11500) Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq.
2. Timing: Pursuant to Government Code § 3254(f), the discipline shall not be effective sooner than forty-eight (48) hours following issuance of the final notice of discipline and the notice shall be given in writing within thirty (30) calendar days of the decision to impose discipline.
3. Notice: The notice shall be prepared and served in conformity with the requirements of Government Code § 11500, et seq. A copy of Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the California Code shall be provided to the employee concurrently with the notice of discipline.
4. Time and Place of Hearing: Pursuant to Government Code § 11508, unless otherwise decided by the ALJ, the hearing shall be conducted at City Hall at a date and time to be determined by the administrative law judge.
5. Notice of the Hearing: Notice of the hearing shall be provided to the parties pursuant to Government Code §11509.
6. Discovery: The employee shall be entitled to all discovery rights set forth in California Government Code § 11507.6.
7. Burden/Proof: The burden of proof shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

8. Written Decision: The proposed decision of the ALJ shall be in writing. Copies of the proposed decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.
9. Post Decision Action: Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code Section 11571(c)(2) A through B.

### **ARTICLE 19- MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this MOU, 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, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards; and to determine budgets and appropriations of funds and to set municipal fees and charges.
- B. To manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot and assign work.
- D. To establish, modify or change work schedules or standards.
- E. To direct the working forces, including the right to hire, promote, demote, or transfer any employee.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the workforce.
- J. To determine the policies and procedures affecting the selection or training of new employees.
- K. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- L. To control and determine the use and location of City's property, material, machinery and equipment.

- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved, or different methods of operations, or to change existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.
- R. To reprimand, suspend, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.
- T. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.

#### **ARTICLE 20 - NON-DISCRIMINATION**

Neither the City nor the FVFA IAFF Local 4530 shall discriminate against any employee because of race, color, sex, gender, gender identity, gender expression, age, national origin, ancestry, sexual orientation, political or religious affiliations, medical condition, physical or mental disability, genetic information, marital status, military and veteran status, reproductive health decision making or any other protected class as provided by law.

The City and FVFA IAFF Local 4530 shall re-open any provision of this agreement for the purpose of complying with any final order of any federal or state agency or court of competent jurisdiction regarding a modification or change in any provision of this agreement in compliance with state or federal anti-discrimination laws.

#### **ARTICLE 21 - GENERAL PROVISIONS**

Maintenance of Benefits. City and FVFA IAFF Local 4530 agree that wages, benefits and other terms and conditions of employment shall not be reduced during the term of this agreement except as provided for herein.

Severability. In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, or is rendered

void by virtue of statutory or legislative enactment, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provision of this Memorandum of Understanding, which other provisions shall remain in full force and effect.

Integration, Modification and Ratification. This memorandum sets forth the entire agreement of the parties with respect to improvements or changes in the wages, hours, benefits and other terms and conditions of employment for the employees represented by FVFA IAFF Local 4530 for the term of this agreement. This Memorandum may be modified or amended only by written agreement between the parties hereto. This memorandum shall be of no force and effect unless or until duly adopted, ratified and approved by the City Council of the City of Fountain Valley, or in the alternative, the substantive provisions hereof are adopted by resolution of the City Council.

Term. The term of this Memorandum of Understanding shall be for a period of three (3) years, beginning July 1, 2024, and ending midnight June 30, 2027.

IN WITNESS WHEREOF, the parties hereto executed this Memorandum of Understanding on

CITY OF FOUNTAIN VALLEY

  
\_\_\_\_\_  
Maggie Le, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Colin Burns  
Attorney for the City  
Harper & Burns LLP

FOUNTAIN VALLEY FIREFIGHTERS  
ASSOCIATION IAFF LOCAL 4530

  
\_\_\_\_\_  
By: Russell Martin

  
\_\_\_\_\_  
By: Austin Cathey

**EXHIBIT 1**

**PHYSICAL FITNESS/WELLNESS PROGRAM**

Performance Testing. For the purposes of physical fitness testing, three (3) areas of physical ability will be evaluated:

- A. Cardiovascular fitness
- B. Upper Body Strength
- C. Flexibility

The tests used in this program to evaluate fitness in these areas shall be:

A. Cardiovascular Fitness

- 1. Life cycle test or elliptical trainer test

B. Upper Body Strength

- 1. Push-ups
- 2. Crunches
- 3. Pull-ups

C. Flexibility

- 1. Forward Stretch

Cardiovascular Fitness. Cardiovascular endurance is the measurement of the rate at which a person can utilize metabolic reactions requiring oxygen to create energy.

Problems such as high blood pressure, heart and pulmonary congestion, obesity, etc., are the major contributors to premature retirement of Firefighters.

Testing for cardiovascular fitness is completed by means of a life cycle or elliptical trainer.

A. Cardiovascular Fitness

Life cycle test

The employee shall be required to ride the lifecycle for twelve (12) minutes on the basic "Hill Profile Program" at the level specified below for their age group.

TIER	UNDER 30	30-39	40-49	50+
1	Level 6	Level 6	Level 4	Level 3
2	Level 8	Level 8	Level 6	Level 5

Elliptical Trainer

The employee should start pedaling and select the "Manual" option then select the "level" according to the chart below. Enter a time of 12:00 minutes, enter body weight then

complete the evolution.

TIER	UNDER 30	30-39	40-49	50+
1	Level 3	Level 3	Level 2	Level 1
2	Level 4	Level 4	Level 3	Level 2

Upper Body Strength. Upper body strength contributes to the employee’s ability to control patients and other physical demands made on him/her in their work environment, while avoiding the possibility of injury. This test will be administered through the use of push-ups, crunches, and pull-ups.

A. Push-ups.

The participant shall maintain their body in a prone position, supported by straight arms with hands resting on the ground, and with toes resting on the ground. The administrator shall place their fist on the ground below the participant's chest. The participant must keep their back straight at all times, and from the up position, lower themselves to the floor until their chest touches the administrator's hand. Once the participant touches the administrator's hand with their chest, the participant shall then push themselves to the up position and attain and repeat the process for the required number of times. The participant may rest in the up position.

Participants shall be required to complete the number of push-ups specified below for their age group.

TIER	UNDER 30	30-39	40-49	50+
1	24	20	16	12
2	30	25	20	15

B. Crunches.

The participant shall begin by lying down on their back, knees bent, curl the shoulders toward the pelvis with the hands placed behind or beside the neck or crossed over the chest and move forward. This is a continuous exercise, with no resting. The total minimum number of correct crunches is specified below according to age:

TIER	UNDER 30	30-39	40-49	50+
1	50	40	30	20
2	62	50	37	25

C. Pull-ups.

The participant shall hold the bar with the palms away from the body. Arms shall be extended straight up in a locked position with the feet off the ground. The participant must pull their body up to a position where their chin is above the bar for one repetition. The total minimum number of correct pull-ups is specified below according to age:

TIER	UNDER 30	30-39	40-49	50+
1	7	6	5	3
2	9	8	7	4

A pull-down exercise on the Universal Weight Machine with a weight equaling one-half of the participant's body weight may be substituted by those having difficulty with pull-ups. The participant in the pull-down exercise shall be required to assume a seated or kneeling position and shall pull the bar of the Universal Weight Machine down to either the back of the base of the neck or down to the top of the chest. The total minimum number of correct pull-downs that must be completed according to age shall be the same as the schedule for the minimum number of pull-ups as cited above.

Flexibility. There is a high incidence of lower back disabilities among middle-aged people. In many cases, this is related to reduced flexibility of the hip and back along with reduced elasticity of the hamstrings. It is possible that some cases can be improved by a well-designed program of stretching exercises to increase flexibility.

In addition to a short warm-up prior to the test, it is recommended that the participant refrain from fast or jerky movements which may increase the possibility of an injury.

The participant shall sit on the ground with their legs out straight in front of them. Shoes should be removed and the heels of the feet are placed flat against a 4" x 4" board. The participant shall slowly reach forward with both hands as far as possible towards their toes with their hands, holding this position momentarily. The participant shall keep the hands parallel and not stretch or lead with one hand. The distance between the fingertips and the toes shall be recorded as plus or minus inches. Plus inches shall be below the toes and negative is above the toes. The Administrator shall ensure that the knees of the participant are kept straight and held in place throughout the test for the participant. The minimum standards for the flexibility test are as follows:

UNDER 30	30-39	40-49	50+
-4"	-5"	-6"	-7"

**EXHIBIT 2**

City of Fountain Valley Salary Schedule  
 Fountain Valley Firefighters' Association (Local 4530)  
 Effective Pay Period  
 Ending July 5, 2024

Bargaining	Effective	Class	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVFA	7/5/2024	F03	Firefighter	Annual	\$ 84,784.03	\$ 89,023.24	\$ 93,474.40	\$ 98,148.12	\$ 103,055.53
				Monthly	\$ 7,065.3362	\$ 7,418.6033	\$ 7,789.5333	\$ 8,179.0100	\$ 8,587.9608
				Bi-weekly	\$ 3,260.9244	\$ 3,423.9708	\$ 3,595.1692	\$ 3,774.9277	\$ 3,963.6742
				Hourly	\$ 29.1154	\$ 30.5712	\$ 32.0997	\$ 33.7047	\$ 35.3899
FVFA	7/5/2024	F04	Firefighter/Paramedic	Annual	\$ 97,077.73	\$ 101,931.62	\$ 107,028.20	\$ 112,379.61	\$ 117,998.59
				Monthly	\$ 8,089.8107	\$ 8,494.3017	\$ 8,919.0167	\$ 9,364.9675	\$ 9,833.2158
				Bi-weekly	\$ 3,733.7588	\$ 3,920.4469	\$ 4,116.4692	\$ 4,322.2927	\$ 4,538.4073
				Hourly	\$ 33.3371	\$ 35.0040	\$ 36.7542	\$ 38.5919	\$ 40.5215
FVFA	7/5/2024	F02	Fire Engineer	Annual	\$ 98,048.51	\$ 102,950.93	\$ 108,098.48	\$ 113,503.40	\$ 119,178.57
				Monthly	\$ 8,170.7089	\$ 8,579.2442	\$ 9,008.2067	\$ 9,458.6167	\$ 9,931.5475
				Bi-weekly	\$ 3,771.0964	\$ 3,959.6512	\$ 4,157.6338	\$ 4,365.5154	\$ 4,583.7912
				Hourly	\$ 33.6705	\$ 35.3540	\$ 37.1217	\$ 38.9778	\$ 40.9267
FVFA	7/5/2024	F01	Fire Captain	Annual	\$ 113,575.92	\$ 119,254.72	\$ 125,217.46	\$ 131,478.33	\$ 138,052.25
				Monthly	\$ 9,464.6604	\$ 9,937.8933	\$ 10,434.7883	\$ 10,956.5275	\$ 11,504.3542
				Bi-weekly	\$ 4,368.3048	\$ 4,586.7200	\$ 4,816.0562	\$ 5,056.8588	\$ 5,309.7019
				Hourly	\$ 39.0027	\$ 40.9529	\$ 43.0005	\$ 45.1505	\$ 47.4081
FVFA	7/5/2024	F06	Administrative Fire Captain	Annual	\$ 130,839.47	\$ 137,381.44	\$ 144,250.51	\$ 151,463.04	\$ 159,036.19
				Monthly	\$ 10,903.2888	\$ 11,448.4533	\$ 12,020.8758	\$ 12,621.9200	\$ 13,253.0158
				Bi-weekly	\$ 5,032.2871	\$ 5,283.9015	\$ 5,548.0965	\$ 5,825.5015	\$ 6,116.7765
				Hourly	\$ 62.9036	\$ 66.0488	\$ 69.3512	\$ 72.8188	\$ 76.4597

**EXHIBIT 3**

**UNIFORM SPECIFICATIONS**

The uniforms worn by sworn, non-management Fire employees shall meet the following specifications:

**Suppression – Class B**

- A. Shirt
  1. Navy Nomex Long Sleeve Workrite, #2204NN.
  2. Badge.

3. ¾ inch collar ornaments depicting rank.
4. Collar grommets.
5. Name tag, silver, pin-on (First initial, last name).
6. Fountain Valley Fire Department patch on left sleeve.
7. T-shirt, crew neck (white or navy blue cotton plain or with Fountain Valley Fire Department logo only).
8. Silver Maltese Service Cross embroidered on left sleeve, one for every five (5) years of fire service.

B. Tie

1. Black regulation, breakaway with velcro back, #45115.
2. Silver tie clasp.

C. Pants

1. Navy Nomex Work Rite, #4007NN-regular cut.
2. Navy Nomex Work Rite, #4007FB- full cut.

D. Belt

1. Black leather, basket weave, #1521U, 1½ inch in width with silver clasp.
2. Silver buckle depicting rank.

E. Shoe/Boot

1. Redback 8" slip-on or zippered boot.
2. Redwing, #4463.
3. Warrington Pro.

All boots to be OSHA approved and NFPA compliant, steel toe, non-slip heel and sole.

F. Cap

1. Fire Captain: white hat, black bill, silver chin strap (Keystone R13W vinyl).
2. Firefighter and Fire Engineer: navy hat, black bill, black chin strap (Keystone R13).

**Suppression – Daily Uniform**

A. Shirt

1. Navy Nomex short sleeve Workrite, #2704FN.
2. Badge.
3. Name tag embroidered ½ inch above right pocket with first initial, last name. Size of embroidery is ½ inch gold, full block.
4. ¾ inch collar ornaments depicting rank (Captains only).
5. Collar grommets on all Captains shirts.
6. Patch on left sleeve, Paramedic Rocker for certified paramedics, located immediately below patch.
7. T-shirt, crew neck (navy blue cotton), plain or with Fountain Valley Department logo only (front and back).

B. Pants

1. Navy Nomex Work Rite, #4007NN – regular cut.

2. Navy Nomex Work Rite, #4007FB – full cut.

C. Belt

1. Black leather, basket weave, #15214 – 1 inch in width with silver clasp.
2. Silver buckle depicting rank.

D. Shoe/Boot

1. Redback 8" slip-on or zippered boot.
2. Redwing, #4463.
3. Warrington Pro.

All boots to be OSHA approved and NFPA compliant, steel toe, non-slip heel and sole.

E. Jacket

1. Lion style 10, navy blue work jacket (may not be worn under Nomex jackets).
2. Shoulder patch on the left shoulder, ½ inch below seam.
3. Department logo 1¾ inches above left breast, badge strap removed.
4. First initial and last name embroidered 1½ inches above right pocket. Embroidery shall be ½ in full block, gold thread.
5. Rank embroidered above name, ½ inch full block, gold thread.

**Baseball Hats**

Navy ball caps, with department approved logo embroidered on front of cap with white and red lettering.

**Physical Fitness Uniform**

A. T-Shirt

1. White or navy cotton, plain with or without approved Fire Department logo.
2. Navy tank top, cotton, plain or with white approved logo.
3. White tank top, cotton, plain or with red approved logo.

B. Sweatshirt

1. Navy, plain or with approved logo.
2. White, plain or with approved logo.

C. Sweatpants

1. Navy, plain.

D. Shoes

1. Any good quality athletic shoe suited to each individual's needs and requirements for the type of activity (high top shoes for basketball).

E. Socks

1. White, stripes acceptable.

F. Shorts

1. Navy, plain.

### **Unauthorized Articles**

No sworn, non-management Fire employees may modify or wear any unauthorized articles without the expressed written permission of the Fire Chief or designee. Baseball type hats may only be worn under the following conditions:

- A. Drill tower or extended outdoor formal training.
- B. Rear yard of the Fire Station during maintenance.
- C. After 2000 hours while responding to an alarm after retiring for the duty shift.
- D. While responding to an alarm during physical fitness if hair is disarranged.
- E. At the discretion of the Chief Officer or Company Officer or their designees.