MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF ANGELS

AND

ANGELS CAMP FIREFIGHTERS ASSOCIATION

Effective:

July 1, 2024 – June 30, 2027

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ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.1: PARTICIPANTS

This Memorandum of Understanding ("MOU") is entered into by the City of Angels, hereinafter referred to as "City," and the Angels Camp Firefighters Association, hereinafter referred to as "Association," represented by Operating Engineers Local 3 ("Union"), collectively referred to as the "Parties," for the purpose of harmonious labor relations between the City and the Association, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

For purposes of identification, this bargaining unit shall be titled "The Fire Unit" and this MOU shall be applicable to full-time employees in the classifications listed in the Salary Schedule, attached hereto as Exhibit A ("Salary Schedule") and incorporated herein. The terms "employees" and "bargaining unit employees" may be used interchangeably herein to mean all workers covered by this MOU.

SECTION 1.2: AUTHORIZED AGENTS

For purposes of administering the terms and provisions of the various ordinances, resolutions, rules, and regulations adopted with this MOU, City's principal authorized agent shall be the City Council or their duly authorized representative, except where a particular management representative is otherwise designated; Association's principal authorized agent shall be the President and/or other representative(s) designated by the Association.

SECTION 1.3: RECOGNITION AND ASSOCIATION MEMBERSHIP

The City recognizes Association as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for all full-time employees in the classifications listed in the Salary Schedule, attached as Exhibit A to this MOU.

City and Association agree to protect the rights of all employees to exercise their free choice to join, or refrain from joining, the Association.

Association recognizes its responsibilities as representative for the purpose of meeting and conferring and agrees to represent all probationary and regular full-time employees in the unit without discrimination, interference, restraint or coercion.

SECTION 1.4: SCOPE OF AGREEMENT

For the term of this agreement, the MOU fully and completely incorporates the understanding of the Parties hereto and constitutes the sole and entire understanding between the Parties, provided, however, that nothing herein shall prohibit the Parties from changing the terms, or any part of the terms, of this MOU, by mutual agreement.

Negotiations will be conducted by the designated negotiator(s) of the City, and by the representative(s) from Operating Engineers Local 3, AFL-CIO, and the Association.

SECTION 1.5: TERM OF AGREEMENT

Unless otherwise specified herein, the provisions of this MOU shall be effective the first day of the first payroll period after ratification and approval and shall remain in effect until June 30, 2027. Any subsequent amendments or side letters of agreement shall be made with the consent of the Parties, and the amendment or side letter and signature page shall be attached to the original MOU and incorporated herein.

Should agreement not be reached by the effective end date of this MOU, this MOU shall be automatically extended and continue in effect until a new MOU can be negotiated and executed.

ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS

SECTION 2.1: USE OF FACILITIES

The City shall allow the Association to use bulletin boards for communications having to do with official Association business, such as times and places of meetings, etc. In addition, employees will be allowed to use City facilities for Association meetings, provided such use does not interfere with City's business needs. The Association shall comply with the City's process for reserving City facilities. Solicitation for membership or other internal Association business, including Association meetings, shall be conducted during attendees' off-duty hours. The Fire Chief or his/her designee may permit Association to conduct Association business during duty hours at his/her discretion if Association demonstrates why the business cannot be conducted during off-duty hours.

SECTION 2.2: ATTENDANCE AT MEETINGS

Employee representatives of Association shall be given reasonable time off with pay to attend meetings with City representatives concerning matters within the scope of Association's responsibilities. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Except by mutual agreement, the number of employees excused for such purpose shall not exceed two (2) per meeting. Such representatives shall submit a request for excused absence to the Fire Chief in a manner satisfactory to the Fire Chief, at least two (2) working days prior to the scheduled meeting, whenever possible.

SECTION 2.3: PAYMENT OF ASSOCIATION DUES

A. Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Association that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay pursuant to the certification and remit such dues or fees to the Association. Payroll deductions pursuant to certifications for new members authorizing dues deduction will be effective on the first of the pay period following City's receipt of the written certification of authorization, provided that the Association provides the written certification to the City before 5:00 p.m. on the Friday before the end of the pay period.

Should a dispute arise about the existence or terms of any employee's authorization to deduct dues or fees, the Association will provide a copy of the individual authorization at issue to the City.

B. If an employee requests to cancel or change the deduction, the request must be directed to the Association and not to the City. Deductions will continue unless the Association provides the City written notice of the revocation or modification. Payroll deductions will cease or be modified the first pay period following receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees, provided that the City receives the written certification of revocation or modification before 5:00 p.m. on the Friday before the end of the pay period. Neither the City nor the Association will discriminate against any bargaining unit employee because of the exercise of their statutory rights.

C. In accordance with Government Code section 1157.12, Association agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this Section.

SECTION 2.4: NON-DISCRIMINATION

The City and Association agree that there shall be no unlawful discrimination against, and/or harassment of employees or job applicants with respect to any terms or conditions of employment on the basis of actual or perceived: race, color, national origin, ancestry, sex (including pregnancy, childbirth, related medical conditions, or breastfeeding), gender, gender identity, gender expression, sexual orientation, age (forty (40) or over), religion (including religious dress and grooming practices), physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or characteristics, or any other basis protected by applicable federal, state, or local law.

ARTICLE III – PROBATIONARY PERIODS

The probationary period for newly hired firefighters shall be one (1) year, unless otherwise extended by the Fire Chief in writing, and approved by the City Administrator. While on probation, the status of the employee is "At-Will," working at the pleasure of the Fire Chief, who may terminate the employment relationship at any time, with or without notice or cause. This MOU does not confer any pre-disciplinary or post-disciplinary appeal rights on probationary employees.

ARTICLE IV – SALARIES AND STRIKE TEAM PAY

SECTION 4.1: SALARY

City and Association agree that employees' pay is set forth in the Revised Salary Schedule attached to this MOU as Exhibit A. All Employees subject to this MOU will start at Step 1 of the Salary Schedule for their respective classes on the effective date of this MOU. Salary increases shall be retroactive to the first day of the first pay period following July 1, 2024.

Beginning the first day of the first pay period following July 1, 2025, each bargaining unit employee shall receive a cost-of-living increase in the amount of three percent (3%) of the employee's base hourly rate of pay as set forth in Attachment A ("COLA"). Employees shall receive a second three percent (3%) COLA the first pay period following July 1, 2026.

Except as otherwise herein provided, the entrance salary for a new employee shall be the minimum salary on the Salary Schedule for the class to which he/she is appointed. The City may consider experience and training when determining a new employee's placement on the Salary Schedule. In any event, such salary may not be more than the maximum salary for the class to which the employee is appointed.

As reflected in the attached Salary Schedule, the classification of Lieutenant, from the effective date of this MOU forward, shall be redesignated Engineer. This redesignation is for conformity with other fire agencies and is not intended to substantively change the duties associated with employees' rank.

A two- and one-half percent (2.5%) incentive will be paid to the Department Training Officer.

Payment of salaries and wages for all employees will be paid on a fourteen (14) day cycle. This will be a total of twenty-six (26) paychecks per year. Overtime and other pay will be paid on a fourteen (14) day cycle.

SECTION 4.2: STRIKE TEAM PAY

Employees who are assigned to strike team assignments included in the California Fire Assistance Agreement ("CFAA") and Assistance by Hire ("ABH") agreements shall receive pay equal to the overtime rate set forth in the applicable CFAA Rate Letter for all hours worked, unless the employee's overtime rate under this MOU is greater than the CFAA overtime rate. In that case, the employee shall be paid at the higher rate. Eligibility for strike team compensation under this Section shall begin when the employee reports for duty and continue until he or she returns to the fire station.

SECTION 4.3: SALARY STEP INCREASES/PERFORMANCE EVALUATIONS

4.3.1 Each employee shall be considered for salary step increases annually according to that employee's anniversary date, or his/her revised salary anniversary date, until the top step has been reached. Salary increases, if awarded, will be paid the next complete pay cycle following the anniversary date.

4.3.2 After the completion of twelve (12) months of full-time satisfactory service in the current step of the salary range, the employee shall be advanced to the next step, upon the recommendation of the Fire Chief. If, in the opinion of the Fire Chief, the employee does not warrant a step increase, the Fire Chief shall advise the City in writing one (1) month prior to the effective date of the step advance that the employee has not achieved the level of performance required. The Fire Chief shall be specific as to why a salary increase should be withheld and a copy of this notice (appraisal) given to the employee.

4.3.3 Changes in the employee's salary because of promotion, demotion, or postponement of salary step increases due to marginal performance will set a revised salary anniversary date for that employee. Salary range adjustments for a classification will not set a revised salary anniversary date.

4.3.4 It shall be the responsibility of the Fire Chief to report employee performance that is less than satisfactory to the City Administrator. Documentary records and/or appraisal reports must be maintained and discussed with the employees at least once every year, and more often if considered desirable by the City.

ARTICLE V – HOURS OF WORK, OVERTIME, AND CALL-OUT PAY

SECTION 5.1: HOURS OF WORK

5.1.1 A working shift for Line Staff-Captains, Fire Engineers, and Firefighters shall be twenty-four (24) hours.

5.1.2 Scheduling of work shifts shall be based on calendar months.

5.1.3 Employees will work an average of fifty-six (56) hours per week and two thousand nine hundred twelve (2,912) hours per year.

5.1.4 A shift shall commence at 0700 and terminate at 0700 the following morning.

5.1.5 Employees shall work a basic schedule prepared by the Fire Chief or his/her designee and posted on the Department bulletin board.

5.1.6 The Fire Chief shall have the authority to modify the Departmental Shift (for example, switching the entire Department from a 48-hour schedule to a 96-hour schedule) according to Department needs after fulfilling meet and confer obligations with the Association.

5.1.7 Within the basic categories of workday, work week, work period, work shift, rest period, and meal period, the Fire Chief or his/her designee shall have the discretion to modify individual schedules to best meet the needs of the City, without meeting and conferring with the Association. When changes are necessitated by special events or emergency conditions, the Fire Chief shall give employees as much advance notice as is reasonably possible under the circumstances.

SECTION 5.2: OVERTIME

5.2.1 Overtime will be administered and compensated in accordance with the applicable provisions of the Fair Labor Standards Act ("FLSA"). A twenty-eight (28) day work period is designated pursuant to Section 7(k) of the FLSA.

5.2.2 All paid leave time (vacation, sick leave, CTO, holidays) shall be recognized as hours worked within the twenty-eight (28) day work period.

5.2.3 Employees working an average of fifty-six (56) hours per week and two thousand nine hundred twelve (2,912) hours per year will receive planned overtime pay as defined in this Section as part of their regularly scheduled shift.

5.2.4 Planned overtime in the amount of thirteen (13) work hours per month per employee shall be paid as follows: thirteen (13) hours at the employee's straight time rate of pay, plus thirteen (13) hours at one half (1/2) of the employee's regular hourly rate of pay, which shall be included in the employee's bi-weekly pay.

5.2.5 Any hours worked outside of the employee's regularly scheduled shift shall be compensated in accordance with applicable FLSA overtime provisions.

5.2.6 Overtime will normally be paid in the pay period in which it is earned.

5.2.7 Except as provided herein, no overtime shall be worked except in case of a regularly scheduled shift, an emergency, special events, special assignments, staff meetings, vacation relief, or sick leave coverage, as directed by the Fire Chief or his/her designee.

SECTION 5.3: AUTHORIZATION OF OVERTIME

All compensable unplanned overtime must be authorized by the Fire Chief or his/her designated representative. If prior authorization is not possible because of emergency conditions, the employee should seek supervisor approval and obtain confirming authorization as soon as possible.

SECTION 5.4: CTO COMPENSATION FOR OVERTIME

In lieu of overtime, employees may accumulate up to a maximum of eighty-four (84) hours of CTO. Any additional overtime will be paid at the overtime rate.

SECTION 5.5: CALL-OUT PAY

Employees will receive a minimum of two (2) hours of pay for call-outs subject to the following. Compensation for additional call-outs within the same initial two-hour call-out period shall not be authorized. If actual time worked exceeds 2.75 (two and three quarter) hours worked, overtime shall be paid instead of the two-hour minimum. If a call-out occurs within two (2) hours of the normal start time, there shall be no two-hour compensation; however, time and a half shall be paid for additional time worked exceeding the normal work shift.

ARTICLE VI – HOLIDAYS

SECTION 6.1: HOLIDAY PAY

Full-time employees are entitled to one hundred twenty-six (126) hours of holiday pay per year, calculated at the rate of nine (9) hours for fourteen (14) City-recognized holidays. Holiday pay shall be paid in the pay period in which it is earned or taken in accordance with CalPERS reporting requirements.

SECTION 6.2: ANNUAL CITY HOLIDAYS

City authorized holidays are as follows:

1. New Year's Day	January 1
2. Martin Luther King	3rd Monday in January
3. Washington's Birthday	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	1st Monday in September
7. Columbus Day	2nd Monday in October
8. Veterans Day	November 11
9. Thanksgiving Day	4th Thursday in November
10. Day after Thanksgiving	Friday following Thanksgiving Day
11. Christmas Eve	December 24
12. Christmas Day	December 25
13. Floating Day **	**In lieu of Election Day
14. Juneteenth	June 19

ARTICLE VII – VACATION LEAVE

SECTION 7.1: VACATION ACCRUAL

All full-time bargaining unit employees shall be entitled to annual vacation leave with pay according to years of employment, based on the following scale. Accrual begins on the first day of employment, is based on years of continuous employment, and ceases upon termination of employment.

0 through 5 years:

In the first through completion of the fifth year of continuous employment, eligible employees accrue vacation at the rate of ninety-six (96) hours [four (4) shifts] of vacation each year of continuous employment.

6 through 10 years:

In the sixth through completion of the tenth year of continuous employment, eligible employees accrue vacation at the rate of one hundred forty-four (144) hours [six (6) shifts] of vacation each year of continuous employment.

11 through 12 years:

In the eleventh through completion of the twelfth year of continuous employment, eligible employees accrue vacation at the rate of one hundred sixty-eight (168) hours [seven (7) shifts] of vacation each year of continuous employment.

13 and following years:

Beginning the thirteenth year of continuous employment and each subsequent year thereafter, eligible employees shall accrue vacation at the rate of one hundred ninety-two (192) hours [eight (8) shifts] of vacation for each year of continuous employment. Employees should schedule vacation days as far in advance as possible. Vacations will be permitted based upon the adequacy of job and staff coverage requirements. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

In the event an employee separates from employment, his or her vacation accrual will be prorated based on the applicable tier through the employee's last day of employment.

SECTION 7.2: MAXIMUM VACATION ACCRUAL BALANCE

Unused vacation leave accrues year-to-year but will be capped when the employee has reached a balance of one and one-half (1 ½) times the employee's annual accrual. Once an employee has reached 1½ times his or her annual accrual, he or she will accrue no further vacation until the employee has expended vacation time to reduce the employee's balance below the maximum annual accrual. City is not responsible for informing employees that they have reached their maximum accrual balance. Employees are responsible for keeping track of their own accrued vacation time.

Employees who have accruals in excess of the applicable cap as of the effective date of this MOU will continue to accrue vacation for one (1) year from the effective date of this MOU in order to allow the employee time to use vacation and reduce their accrual below the applicable cap. If the employee's balance is not reduced below the applicable cap within the one-year period, the employee will cease to accrue additional vacation at that time until such time as their accrued vacation time falls below the maximum cap.

SECTION 7.3: IN LIEU PAY

In the event City denies at least two (2) written requests of an employee for vacation during a fiscal year (July 1 to June 30), the employee may request pay in lieu of vacation time requested, which will be deducted from the employee's vacation bank. Employees must present

documentation of the denied requests to the Administrative Services Officer to receive in-lieu pay under this Section.

SECTION 7.4: DISCRETIONARY SCHEDULING AND VACATION BUY-BACK

City may, in its discretion, schedule vacation time for employees, according to its business needs, or it may buy back unused accrued vacation time from employees in December at the end of each calendar year during the period this MOU is in effect.

Employees may request the cash value of up to fifty-six (56) hours of their accrued vacation time each calendar year. Such requests will be granted provided the City Administrator determines City's business needs and financial abilities permit such cash-out. Vacation cash-out shall be administered in accordance with the IRS regulations (Regs. Sec. 1.451-2(a)) and rules related to vacation cash-out programs. City's preference is that employees use their allotted vacation time for its intended purpose.

ARTICLE VIII – SICK LEAVE

SECTION 8.1: SICK LEAVE ELIGIBILITY

Employees with accumulated sick leave may be granted sick leave for the following:

A. Preventative care, illness, or physical incapacity of the employee.

B. Enforcement of quarantine of the employee in accordance with community health regulations.

C. Illness or injury in the immediate family will be granted in accordance with the Family Medical Leave Act.

D. Medical, vision, and dental office appointments, which cannot be conducted during off-duty hours.

E. For diagnosis, care, or treatment of a medical condition or preventative treatment of an employee or an employee's family member in accordance with California Paid Sick Leave laws.

F. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking in accordance with California Paid Sick Leave Laws.

SECTION 8.2: SICK LEAVE ACCRUAL AND USE

Sick leave pay shall be calculated using the effective pay period. All bargaining unit employees shall be granted ten (10) hours of accrued sick leave for each full month of service, which results in one hundred twenty (120) hours of paid sick leave per year. Employees are not eligible to draw on this sick leave until they have completed ninety (90) days of service for the City.

Doctors Certificate – Prior to returning to duty after an employee has used three (3) days of sick leave, the employee must submit a physician's certificate to the Fire Chief stating the employee is fit to work.

Cap on Accrual/Unused Sick Leave – Unused sick leave shall be accumulated from year to year. Employees who are employed as of the effective date of the MOU may accrue sick leave to a maximum of one thousand sixty-four (1,064) hours. Employees who are hired after January 1, 2022, may accrue sick leave to a maximum of seven hundred twenty (720) hours.

Family Care Sick Leave – Employees may use one half (½) of their accumulated sick leave to attend to illnesses in the immediate family in accordance with California Kin Care Laws.

ARTICLE IX – LEAVES OF ABSENCE

Leaves of absence will be administered in accordance with state and federal law and City policies, as set forth in the Personnel Rules, as amended from time to time.

City complies with California and federal law governing family and medical leaves. The provisions of this Section shall be applied in conformity with the California Family Rights Act and the Federal Family Medical Leave Act.

SECTION 9.1: BEREAVEMENT LEAVE

Bereavement leave shall be administered in accordance with California law, except as set forth in this Section. Bereavement leave may be used by employees who have been employed for at least thirty (30) days when they are required to be absent from work because of a death in their immediate family, not to exceed five (5) workdays per incident. Immediate family is defined as an employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law, as those terms are defined under the California Family Rights Act.

Three (3) workdays will be paid. Should the employee take the additional two (2) days, the employee will be required to use accrued leave bank(s) or take the time off without pay. Bereavement leave must be used within three (3) months of the family member's death.

The employee must provide documentation of death within thirty (30) days of the first day of your bereavement leave. This documentation may be in the form of a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Additional consideration may be given in special cases as determined by the City Administrator.

SECTION 9.2: LEAVE OF ABSENCE WITHOUT PAY

Employees may request a leave of absence "without pay" from the City Administrator, up to a maximum of one (1) year, for the following reasons:

A. Prolonged illness; or

B. To attend school or college or to enter training to improve the quality of his/her service.

SECTION 9.3: JURY DUTY

The City Administrator or designee will grant time off for jury duty as required by law and in accordance with City policy. In such cases, the employee shall be paid his/her regular salary. If the employee accepts his/her regular salary, he or she will remit any jury fees he/she receives from the Court to the City, except pay for travel and meals. Once released from jury duty, the employee shall immediately return to work to complete his/her assigned shift.

SECTION 9.4: MILITARY LEAVE

The City Administrator or designee will grant military leave in accordance with state and federal law.

SECTION 9.5: REPORTING ABSENCES AND UNAUTHORIZED ABSENCES

An employee who is absent from duty for any reason shall report his or her absence and the reason for the absence to his/her supervisor, the Fire Chief, or the City Administrator immediately, on the day of absence, before the employee's shift, if possible, unless unable to do so.

All unauthorized or unreported absences shall be considered absence without leave and a deduction of pay will be made for each period of such absence. A voluntary absence without leave for five (5) consecutive days shall be treated as an automatic resignation from City service.

ARTICLE X – BENEFITS AND INSURANCE PLANS

SECTION 10.1: MEDICAL INSURANCE

All benefits included with the MOU apply only to bargaining unit employees. Benefits for non-bargaining unit or part-time employees are not part of this MOU.

SECTION 10.2: MEDICAL/DENTAL/VISION INSURANCE

A. Medical care and prescription drug benefits shall be provided to City employees pursuant to the California Public Employees Retirement System (PERS) Public Employee Medical and Hospital Care Act (PEMHCA).

B. For all eligible active and retired employees enrolled in a CalPERS PEMHCA Medical Plan, the City shall contribute the required Minimum Employer Contribution (MEC) plus any adjustment by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar.

C. Each year the PERS PEMHCA MEC amount shall be adjusted by the PERS Board to reflect any change in the medical care component of the Consumer Price Index, rounded to the nearest dollar. The City will pay the required adjusted amount.

D. The City shall also maintain a dental and vision plan available to eligible employees.

SECTION 10.3: CITY CONTRIBUTION

A. In the first year of the MOU, the City shall contribute up to the amount of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) per month for each employee toward the combined premiums for medical, dental, and vision coverage for each employee and employee's dependents, if any; in the second year of the MOU, the City's contribution shall increase to Two Thousand Six Hundred Twenty-Five and 00/100 Dollars ($2,625.00) per month; in the third year of the MOU, the City's contribution shall increase to Two Thousand Seven Hundred Twenty-Five and 00/100 Dollars ($2,725.00) per month.

B. Employees may allocate the City's contribution to any combination of medical, dental, or vision coverage during open enrollment or pursuant to a special event as defined by the health care plan. The City's contributions shall not exceed the actual amount of the premiums. The employee shall be responsible for the balance of the premiums, if any, which is due to maintain coverage.

C. Alternative Insurance: Employees with proof of alternate insurance may opt out of all available City health insurance coverage and, in lieu, receive a cash payment of Two Hundred Fifty and 00/100 Dollars ($250.00) per month. In no event will employees who waive all coverage receive more than fifty percent (50%) of the City's requited contributions per this MOU as salary.

SECTION 10.4: PLAN YEAR

The new plan year is effective January 1, 2024. The City's contributions and employee deductions, if any, shall commence in December 2024, and shall be made over the course of twenty-four (24) pay periods. Increases in the City's contributions to premiums in years two and three of this MOU will be made in accordance with each new plan year.

SECTION 10.5: LIFE INSURANCE AND LONG-TERM DISABILITY

A. The City shall contribute the full cost towards a City-sponsored long-term disability and group term life insurance program administered through Assurant.

B. Employees are responsible for the payment of any costs in excess of the maximum City contribution.

C. The City will provide long-term disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan with a maximum ninety (90) calendar days wait period.

D. Group term life insurance coverage shall be Fifteen Thousand and 00/100 Dollars ($15,000.00) for natural death and Thirty Thousand and 00/100 Dollars ($30,000.00) for accidental death for employee only.

SECTION 10.6: RETIREE HEALTH INSURANCE

Employees hired before the effective date of this MOU shall be eligible for the Retiree Health Benefit based upon the following:

Hire Date	Required Years of Service Completed
Before July 1, 2009	5 Years
On or after July 1, 2009	10 years

A. Employer Subsidy of Retiree Health Premiums: Employees who retire while meeting eligibility as set forth in this Section, shall receive an employer subsidy of fifty percent (50%) of the premium of the lowest cost CalPERS plan premium for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually, until they reach the age of eligibility for Medicare.

B. After attaining the age of Medicare eligibility, the retiree shall receive an employer subsidy of fifty percent (50%) of the premium of the lowest cost CalPERS Medicare plan for employee only, minus the PEMCHA MEC amount in Section 18.A, as adjusted annually.

C. A retiree's subsidy level shall be set by the Memorandum of Understanding in effect at the time of the employee's retirement from the City.

D. Nothing in this provision shall serve to reduce or change retiree health benefits that have commenced and are being received by any former employee as of the effective date of this MOU, pursuant to this MOU or any predecessor agreement.

E. Upon retirement, should the employee elect not to participate in the retiree medical benefit plan, the City's contribution will be zero and it will be an irrevocable election.

ARTICLE XI – RETIREMENT BENEFITS

City participates in the Public Employees Retirement System (PERS).

Employees hired prior to July 1st, 2010, participate in the PERS 2% at 55 full and modified formula for active local safety members. Participation requires a payment of seven percent (7%) of the employee's gross salary for the 2% at 55 benefit.

Pursuant to the Public Employees' Pension Reform Act (PEPRA), any employee hired on or after January 1st, 2013, who is a "new member" as defined by PEPRA, shall participate in the PERS 2% at 57 full and modified formula for active local safety members. Participation requires employees to contribute one-half (½) of the "normal cost" of the benefit, rounded to the nearest one-fourth (¼) of 1% or the current contribution rate of similarly situated employees, whichever is greater. Employee contributions will be paid on a pre-tax basis.

ARTICLE XII – INCENTIVES AND SPECIAL PAYS

Employees are eligible for longevity pay based on years of continuous full-time service with the City. Longevity pay will be added to base hourly rate in two- and one-half percent (2.5%) increments as follows:

2.5%	at 5 years of continuous service
2.5%	at 10 continuous years of service (5% total)
2.5%	at 15 years of continuous service (7.5% total)
2.5%	at 20 years of service (10% total)
2.5%	at 25 years of service (12.5% total, the maximum level of longevity pay regardless of years of service beyond 25)

SECTION 12.1: TUITION AND EXPENSE REIMBURSEMENT FOR RENEWAL CERTIFICATES AND LICENSES

City shall pay any fees for renewal certificates and licenses necessary for the employee's current position.

City shall reimburse employee's expenses for tuition, books, and materials upon the employee's demonstration of the satisfactory completion of approved courses by the Fire Chief or City Administrator relating to his or her respective job.

SECTION 12.2: EDUCATIONAL INCENTIVE PROGRAM

Employees who obtain degrees, licenses, certifications, permits, and/or successfully complete continuing education courses in their related field may be entitled to incentive compensation to be added to their base salary. No incentive pay will be provided for employees who complete work or receive certifications that are required or can reasonably be construed as being required to fulfill the requirements of their position. At no time will the maximum allowable incentive compensation (educational and certification combined) exceed twelve and one-half percent (12.5%).

Due to the broad range of credentials available relative to the many categories of employment, the City Administrator shall use his/her discretion with input from the Fire Chief to determine the appropriate incentive compensation.

Prior to beginning work in an area that may qualify under this program, it shall be the responsibility of the employee to submit through their supervisor a written request for verification of potential incentive pay percentage. Requests shall include a curriculum or description of studies or scope of testing, and a copy of any degree, credential, certification, permit, or license obtained by the Employee. All educational and certification classes or programs must be authorized in advance by the Fire Chief and/or the City Administrator to be eligible for reimbursement. The City may request additional information from the employee in order to make a determination.

Employees already possessing such credentials shall submit in writing their request in the same manner as above.

Educational incentive rates will be established under the following general guidelines:

60 units or equivalent or an A.A. degree = 2.5%
120 units or equivalent or B.S. or B.A. = 2.5%
180 units or equivalent or Masters = 2.5%

Educational incentives will be capped at seven and one-half percent (7.5%).

Incentive rates for approved certifications shall be two- and one-half percent (2.5%).

Certification incentives will be capped at five percent (5%); however, upon recommendation of the Fire Chief and with approval of the City Administrator, an employee may be eligible for an additional five percent (5%) certification incentive, subject to the twelve and one half percent (12.5%) maximum for educational and certification incentives combined.

SECTION 12.3: BILINGUAL PAY

Employees who are proficient in languages designated by the City may be eligible for bilingual pay. Employees who have passed a City-approved bilingual proficiency test in a designated language may be designated as eligible for bilingual pay by the Fire Chief. Upon approval by the City Administrator, the employee shall receive a monthly stipend in the amount of Fifty and 00/100 Dollars ($50.00). Employees must regularly use their bilingual skills in the course and scope of their employment to remain eligible for bilingual pay.

SECTION 12.4: UNIFORM AND PPE ALLOWANCE

The Department shall provide uniforms and PPE at City expense as follows:

City shall purchase the first-Class B uniform for each bargaining unit employee and shall provide personal protective equipment as set forth in Attachment B to this MOU. In addition, City will provide an annual uniform allowance of Seven Hundred Fifty and 00/100 Dollars ($750.00). Employees shall receive a lump sum for uniforms twice a year on the 30th of November and the 30th of June. Payments shall be pro-rated, starting the first full month after beginning full-time employment (FTE).

The uniform allowance shall be taxed as required by law; however, employees may submit valid receipts for uniform purchases prior to the allowance being paid to eliminate taxation of this benefit. If receipts are submitted and the amount is provided as a reimbursement to the employee, PERS pension contributions will not be calculated on the reimbursement amount. Uniforms and/or safety equipment destroyed or damaged beyond reasonable use while on duty and in line of duty shall be replaced by City at City expense.

ARTICLE XIII – GRIEVANCE PROCEDURE

SECTION 13.1: DEFINITION OF A GRIEVANCE

This procedure is established to provide employees with the opportunity and a mechanism to bring forth grievances.

For purposes of the process described herein, a grievance is a complaint or claim by the Union or an employee that the City has violated a provision of the MOU, or that the employee has been adversely affected by a misinterpretation or misapplication of a City policy, regulation, rule, or procedure relating to the employee's terms and conditions of employment. Employees may represent themselves in prosecuting grievances or may be represented by the Union.

This procedure does not apply to:

A. Employee dissatisfaction over wage rates once such rates have been established by action of the City Council following the meet and confer process;

B. Performance reviews; or

C. Disciplinary action as defined in Article XIV.

SECTION 13.2: TIMELINES

A. For purposes of this Article, timelines are in calendar days.

B. The time limits specified below may be extended for a reasonable period of time to a definite date and time by the mutual consent of the parties involved.

C. Failure on the part of the Fire Chief, City Administrator, or other City representatives to timely respond to a grievance shall be considered the equivalent to a negative response upon the last day allowed for a response and the Grievant shall be free to proceed to the next step within the time limits allowed for that step.

D. Failure on the part of the Grievant to meet the prescribed timelines for filing will result in the grievance being deemed untimely, which is grounds for dismissal of the grievance.

SECTION 13.3: PROCEDURE

Step 1. Informal Resolution. The Grievant shall make efforts to informally resolve the grievance with the Fire Chief within ten (10) calendar days of when Grievant knew, or reasonably should have known, of the event, decision, or circumstances giving rise to the grievance. The Fire Chief shall respond to the Grievant within ten (10) calendar days.

Step 2. Formal Submission to Fire Chief. In the event that such efforts do not produce a resolution satisfactory to the Grievant, the Grievant may submit the grievance in writing to the Fire Chief within seven (7) calendar days of the informal response in Step 1. The written grievance shall contain a factual statement as to the circumstances or nature of the grievance and the policy, regulation, rule, procedure, or MOU provision at issue, as well as the Grievant's desired resolution. Upon receipt of the Grievant's Step 2 written grievance, the Fire Chief shall make such investigation as required and reply in writing to Grievant and the Union within seven (7) calendar days.

Step 3. Submission to City Administrator. If the Grievant is not satisfied with the Fire Chief's response and wishes to appeal the matter further, the Grievant may, within seven (7) calendar days of the receipt of the Fire Chief's Step 2 response, submit the grievance to the City

Administrator. The Grievant shall attach the Step 2 written grievance and the Fire Chief's Step 2 response to the Step 3 grievance.

The City Administrator may respond to the Step 3 grievance in writing within seven (7) calendar days or may convene a meeting of the interested parties at their earliest convenience and respond in writing to the Grievant and the Union within seven (7) calendar days of the meeting.

Step 4. Submission to the Personnel Committee. If the Grievant is not satisfied with the City Administrator's Step 3 response, the Grievant may submit the grievance to the City Council's Personnel Committee within seven (7) calendar days of the City Administrator's Step 3 response. The Grievant shall attach the Step 2 through 3 grievance submissions and responses to the Step 4 grievance.

Within ten (10) calendar days of submission of the Step 4 grievance, the parties shall submit Step 4 written arguments/statements of position, along with any pertinent exhibits to the Personnel Committee. Any party may include a written request for an audience with the Personnel Committee. The Personnel Committee will notify the parties and the Union within fifteen (15) calendar days whether an audience will be held, or a determination will be made based on the Step 4 written arguments/statements of position.

If an audience is to be held, the Personnel Committee shall convene to hear the matter at its earliest convenience. The Grievant, or the Union on the Grievant's behalf, the Fire Chief or other affected party or parties, as determined by the Committee, may present oral arguments during the meeting. Arguments shall be limited to the merits of grievance and subject to reasonable time limits as set by the Committee. Formal testimony and evidence shall not be allowed, unless agreed to in writing by both parties and the Committee prior to the scheduled meeting.

After the meeting, the Committee may take any of the following actions:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or
b. Deny the grievance, or
c. Sustain the grievance and order a remedy, or
d. Sustain the grievance in part and order a remedy, or
e. Refer the matter to the Council as a whole.

If an audience is not held, the Committee shall base its decision on the written submissions of the parties and shall notify the parties and the Union which of the above actions will be taken within fifteen (15) days of the submission of the Step 4 written arguments/position statements.

Unless the Personnel Committee refers to the City Council, its decision is final and binding.

Step 5. Referral to Council. If the grievance is referred to the Council, the Council shall place the matter on its agenda for oral arguments in closed session at its next regularly scheduled meeting. Such argument shall be limited to the merits of the grievance. Formal testimony and

evidence shall not be allowed, unless agreed to in writing by both parties and the Council prior to the scheduled meeting. After the meeting, the Council may:

a. Designate further study into the matter and arrive at a determination within thirty (30) calendar days, or
b. Deny the grievance, or
c. Sustain the grievance and order a remedy, or
d. Sustain the grievance in part and order a remedy, or
e. Recommend changes to take place over a designated period of time, to be commenced within thirty (30) days.

The decision of the Council is final and binding.

ARTICLE XIV – DISCIPLININARY ACTION

SECTION 14.1: DISCIPLINARY ACTION AND REPRESENTATION

A. The term "punitive action" means any action defined by Government Code section 3251(c): "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for the purposes of punishment." For purposes of Article 14, "disciplinary action" is synonymous with "punitive action."

The employee may be represented by a Union/Association representative or an attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

SECTION 14.2: AUTHORITY

Any regular employee may be disciplined by the Fire Chief. Prior to a suspension of more than one (1) workday, demotion, or dismissal, the Fire Chief must contact and discuss such action with the City Administrator. All proposed orders and orders for disciplinary action involving suspension, demotion, or dismissal shall be reviewed by the City Attorney for legal sufficiency. All orders shall then be filed with the City Administrator and a copy thereof shall be served upon the employee who is the subject of the disciplinary action. If personal service upon the employee is impossible, a copy of the order shall be sent by certified mail to the employee at his/her last known address. If the order(s) are sent to the employee via certified mail, the employee shall be considered to be served with the order(s) five (5) days after the order(s) are mailed.

SECTION 14.3: CAUSE FOR DISCIPLINE

Each of the following constitutes cause for discipline of an employee or person whose name appears on any employment list, but it is not to be considered an exhaustive list of causes for disciplinary action:

a. Fraud in securing appointment;
b. Incompetence;

c. Inefficiency;
d. Inexcusable neglect of duty;
e. Insubordination;
f. Threatening or intimidating behavior; assault of supervisor, member of the public, or other employees;
g. Falsifying records;
h. Consuming, possessing, or being under the influence of alcohol, illegal drugs, or drugs for which the employee does not possess a valid prescription while on duty;
i. Inexcusable, unauthorized, or unreported absence or tardiness without leave; excessive absenteeism or tardiness;
j. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
k. Discourteous treatment of the public or other employee;
l. Obscene or immoral conduct;
m. Political activity which is in violation of federal, state, or local laws and regulations;
n. Violation of this MOU or City or Departmental rules, policies, regulations, or orders;
o. Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
p. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
q. Dishonesty;
r. Failure to obtain required operator's license or permit;
s. Personal use, misappropriation, or other misuse of City property;
t. Poor work performance;
u. Theft;
v. Discrimination or harassment;
w. On-duty conduct constituting criminal activity;
x. On-duty or off-duty conduct that may discredit the Department or the City or bring either into disrepute, or conduct tending to harm to the public service;
y. Impairment of the good order and discipline of the Department;
z. Engaging in operating a personal business or expending excessive time on personal matters while on duty;
aa. Conduct adversely affecting the safety and welfare of others;
bb. Accepting or proposing personal rewards, privileges, benefits, or gifts that may create a conflict of interest or the appearance thereof;
cc. Failure to follow reasonable direction from employee's supervisors;
dd. Failing to report the misconduct of other employees; and
ee. Conduct unbecoming of a public safety employee.

SECTION 14.4: PRE-DISCIPLINARY APPEALS PROCEDURE

A. An employee, other than a probationary employee, who is served with a notice of proposed disciplinary action may appeal such action prior to imposition of the

disciplinary action by filing notice with the Fire Chief within ten (10) calendar days after service of such notice on the employee.

B. The written notice of proposed disciplinary action shall include:

1. The reason(s) for the proposed action.
2. The charges being considered.
3. The relevant City policies, rules, ordinances, or MOU provisions.
4. The proposed disciplinary action (level of discipline).
5. The effective date of the disciplinary action.
6. A statement of the employee's right, prior to the effective date of the proposed action, to a meeting with a designated Skelly Officer, at which time the employee will be afforded a reasonable opportunity to respond orally or in writing to the proposed action.
7. A statement of the employee's right to be accompanied by a representative of the employee's choice during the meeting.
8. A statement that the employee has seven (7) calendar days from the service of the proposed discipline to make a written request for a pre-disciplinary Skelly meeting, either orally or in writing, and informing the employee to whom the request should be directed. The Skelly meeting shall take place within ten (10) days of the employee's written request.
9. All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, and the employee shall be supplied a copy of the documents at the employee's request prior to the Skelly meeting. The employee is entitled to be represented at the pre-disciplinary Skelly meeting.

C. During the Skelly meeting, the employee may present information and/or arguments to the designated Skelly Officer concerning the proposed disciplinary action. The employee may submit evidence, though the formal rules of evidence shall not apply, and the employee may not call witnesses. The designated Skelly Officer may amend, modify, or revoke any or all the charges, including the proposed disciplinary action. If, after the pre-disciplinary Skelly hearing, the Fire Chief or his/her designee elects to impose disciplinary action, he or she will notify the employee in writing of his or her decision by serving the employee with a Final Notice of Disciplinary Action forty-eight (48) hours or more before the effective date of the disciplinary action.

D. If the employee does not request a pre-disciplinary hearing within the timeframe prescribed above, a Final Notice of Discipline will be served upon the employee and the disciplinary action will be imposed.

Probationary employees may be dismissed without a pre-disciplinary hearing.

SECTION 14.5: POST-DISCIPLINARY APPEALS PROCEDURE

Employee Right to Hearing. Employees who receive a Final Notice of Discipline imposing disciplinary action may appeal the disciplinary action pursuant to this Section. The Notice of Discipline shall include or be accompanied by a statement advising the employee of his or her right to request a hearing by filing a Notice of Appeal.

A. **Notice of Appeal.** Should the employee wish to appeal disciplinary action subject to this Section, the employee must file a written Notice of Appeal with the City Administrator within fifteen (15) calendar days after service of the Final Notice of Discipline. Failure of the employee to timely file a Notice of Appeal constitutes waiver of the employee's right to a hearing.

B. **Arbitration.** Upon receipt of the employee's Notice of Appeal, the employee and the City shall attempt to mutually agree on an acceptable arbitrator. If no agreement can be reached on an arbitrator within seven (7) calendar days, a list of seven (7) names from the California State Conciliation & Mediation Service shall be obtained. The Parties shall alternately strike names until only one (1) name remains, which name shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot. The arbitrator's decision shall be final and binding on all parties, but shall have no power to add to, subtract from, alter, modify, or go beyond the applicable provisions of the MOU or City policies, regulations, rules, or procedures. Unless otherwise provided by law, all costs related to the hearing directed to be incurred by the hearing officer and all fees of the hearing officer will be shared equally by the Parties. Other costs, including attorney's fees, shall be borne by the party who incurs said costs.

Sections 14.4 and 14.5 relating to disciplinary processes and appeals do not apply to probationary employees.

ARTICLE XV – MANAGEMENT RIGHTS

Except to the extent that the rights, powers, and authority of City are specifically limited by the provisions of this Memorandum of Understanding, City retains all rights, powers, and authority granted to it. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of federal legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty for legitimate reason; maintain the efficiency of governmental operations to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. This agreement is not intended to be construed to modify the provision of The Municipal Code relating to Civil service or personnel administration. City shall continue to exercise authority over classification of jobs, procedures, and standards of selection for employment and promotion.

ARTICLE XVI – ASSOCIATION RESPONSIBILITY

Association agrees that during the term of this agreement, neither it nor its officers, employees, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing, or any other similar actions which would involve suspension of, or interference with the normal work of the City. In the event that any concerted action as described above occurs, Association will notify its members that such activity is a violation of this Memorandum of Understanding and Association will notify its members that such conceited action shall cease, and the members shall return to work or be subject to disciplinary action.

ARTICLE XVII – PERSONNEL RULES

The City's Personnel Rules, as may be amended from time to time after meeting and conferring with the Association, and the regulations and/or policies of the City of Angels Fire Department shall apply to employees covered by this MOU, to the extent that they are not in conflict with any provision of this MOU.

ARTICLE XVIII – SEPARABILITY

In the event that any provision of this MOU is declared by Court of competent jurisdiction to be unenforceable or illegal, such nullification shall not affect any other provisions of the MOU, which shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

City of Angels
Fire Department
FY 2024-25

Fire Salary Schedule 2912

Proposal A *		Based on 2756 Hr w/ 156 hr FLSA Proposed Schedule				
Range		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
32	Fire Captain II **	$29.11	$30.57	$32.09	$33.70	$35.38
		$7,253.24	$7,615.90	$7,996.70	$8,396.53	$8,816.36
		$87,038.90	$91,390.85	$95,960.39	$100,758.41	$105,796.33
31	Fire Captain	$28.40	$29.82	$31.31	$32.88	$34.52
		$7,076.33	$7,430.15	$7,801.66	$8,191.74	$8,601.33
		$84,916.00	$89,161.80	$93,619.89	$98,300.88	$103,215.93
25	Fire Engineer	$24.49	$25.71	$27.00	$28.35	$29.77
		$6,102.09	$6,407.20	$6,727.56	$7,063.93	$7,417.13
		$73,225.10	$76,886.36	$80,730.67	$84,767.21	$89,005.57
17	Fire Fighter	$20.10	$21.11	$22.16	$23.27	$24.43
		$5,008.25	$5,258.66	$5,521.60	$5,797.68	$6,087.56
		$60,099.00	$63,103.95	$66,259.15	$69,572.10	$73,050.71

** All employees begin at Step 1, except for one Fire Captain who begins at Step 2.*

** Fire Captain II is a new position for one employee.

Signature: Nathan Pry
Nathan Pry (Sep 24, 2025 13:26:20 PDT)

Email: nathanpry@angelscamp.gov

Signature:
Shannon Starr (Sep 24, 2025 13:05:55 PDT)

Email: sstarr@oe3.org

ARTICLE XIX – SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the dates reflected below at the City of Angels, California.

ANGELS CAMP FIREFIGHTERS ASSOCIATION

nathan pry * E SIGN ON NEXT PAGE

President

Date Signed

Shannon Starr * E SIGN ON NEXT PAGE

Shannon Star
OE3 Representative

Date Signed

CITY OF ANGELS

Michael Chimente, Mayor

9/24/25
Date Signed

Steve Wiliams, Interim City Administrator

9/24/25
Date Signed

240530 Angels Fire Template MOU WPC Redlined (CW138822).DOCX

Final Audit Report 2025-09-24

Created:	2025-09-23
By:	Caytlyn Schaner (caytlynschaner@angelscamp.gov)
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Agreement completed.
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