

RESOLUTION NO. 8140

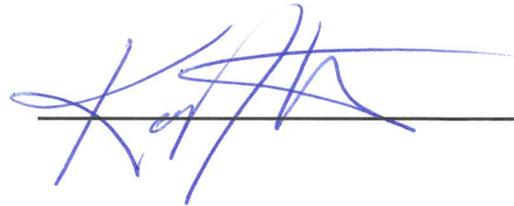
**MEMORANDUM OF UNDERSTANDING
CONCERNING
FIRE MID-MANAGEMENT UNIT EMPLOYEES
OF THE CITY OF WOODLAND**

The City of Woodland and the Woodland Fire Mid-Management Unit Employees, comprising employees of the City of Woodland in the classifications of Deputy Fire Chief, Fire Battalion Chief, and Fire Marshal, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Mid-Management Association Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall in all cases be the primary source.

DATED: 9/6/23

Woodland Fire Mid-Management Association

City of Woodland



**FIRE MID-MANAGEMENT EMPLOYEES
MEMORANDUM OF UNDERSTANDING
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City of Woodland
Fire Mid-Management Association MOU
July 1, 2023 to June 30, 2026

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**WOODLAND FIRE MID-MANAGEMENT
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I
GENERAL PROVISIONS**

1.1 Application

1.1.1 This Resolution applies to employees employed by the City of Woodland in the classifications of Deputy Fire Chief, Fire Battalion Chief, and Fire Marshal.

1.2 Term

Except where the context otherwise determines or otherwise provides, the provisions of this resolution shall apply from July 1, 2023 to June 30 2026 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provision by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias Brown (MMB) Act.

1.3 Shift Designations

1.3.1 Fire Operations Shift. Employees assigned to work the Fire Operations Shift shall work a 56-hour workweek, consistent with the schedule and rotation of fire employees assigned to Fire Operations. Typically, shifts will be worked in a two-on/four-off schedule. Individuals on this shift will receive different holiday, sick leave, and vacation accrual benefits versus those on the Fire Staff Shift.

1.3.2 Fire Staff Shift. Employees assigned to work the Fire Staff Shift shall work a 40-hour workweek, consistent with the administrative and managerial schedule of the Department. Individuals on this shift will receive different holiday, sick leave and vacation accrual benefits versus those on the Fire Operations Shift.

1.3.3 Transition to/from Fire Operations Shift and Fire Staff Shift. Because of the differences in the accumulation of sick leave, vacation, administrative leave and holiday hours depending on which an individual is assigned, adjustments must be made at the time an individual changes from the Fire Operations Shift to the Fire Staff Shift (and vice versa). When an employee covered by this Resolution transitions from one to the other, accrued vacation, administrative leave, sick leave and use of holiday time will be adjusted according to the provisions of Attachment A, "Fire Department Conversion of Sick Leave and Vacation."

1.3.4 Fire Operations Employees who are on Workers Comp, light duty, training assignment, or a special assignment that is greater than one Fire Operations shift (48 hours) but less than a four-week period shall be placed in a Fire Staff Shift (a regular 40-hour work week). In these instances, the need to convert sick leave and vacation accruals is not necessary. Assignments longer than four weeks will require conversion of sick leave and vacation accruals as defined in Attachment A.

1.3.4.1 Other Shifts for Fire Staff Shifts.

1.3.4.2 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14-day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

1.3.4.3 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven-day work period at other than traditionally scheduled hours for the assigned shift.

1.3.4.4 Other schedules approved by the Fire Chief or designee.

ARTICLE II COMPENSATION

2.1 Salary

2.1.1 At the end of the agreement, a 20% salary separation shall be maintained across the salary range between Battalion Chief and Fire Captain and a salary separation of 15% between Deputy Fire Chief and Battalion Chief across the range.

COLAs

- Effective the first full pay period of July 2023 4.00%
- Effective the first full pay period of July 2024 3.00%
- Effective the first full pay period of July 2025 3.00%

In lieu of retroactivity for the July 2023 COLA, a one-time, lump sum payment equal to 2% of base salary will be made in the first pay period following ratification of the contract. This payment is not reportable as compensation to CalPERS.

2.1.2 Initial salary placement for employees promoted into the bargaining unit shall provide for a salary increase of at least 5% over the employee's previous salary including pay differential incentives.

2.2 Deferred Compensation

2.2.1 The City will make available a Deferred Compensation Plan to all employees.

2.2.2 For employees hired after July 1, 2006, the City will provide a pretax contribution of two percent (2%) of base salary to a Deferred Compensation plan of the employee's choice of those provided by the City of Woodland.

2.2.3 To receive the contribution, employee must have completed their initial probationary period.

2.2.4 Employee must enroll in one (1) of the Deferred Compensation plans offered by the City.

2.2.5 There is no vesting requirement. The contribution is immediately vested into the employee's account.

2.3 Uniform Allowance

2.3.1 Each represented employee shall receive an annual uniform allowance of \$1,200 payable in biweekly installments throughout the year. Employees are responsible for purchasing uniforms as per the uniform policy including safety footwear.

2.4 Longevity Pay

2.4.1 Employees in all positions identified in Section 1.1 of this Resolution shall receive City longevity pay according to the following schedule, paid biweekly once the employee has reached the appropriate years of service. Payment begins the pay period after obtaining the noted years of service.

<u>Years of Service</u>	<u>Annual Amount</u>
10 years	\$1,000.00 per year

Effective the first full pay period in July 2025, longevity pay will be calculated as follows:

10 years of service	1.0% of Base Pay
15 years of service	2.0% of Base Pay
20 years of service	3.0% of Base Pay

NOTE: Percentages of base pay are not cumulative; maximum allowable pay of 3% of base pay.

2.5 Bilingual Pay

2.5.1 Bilingual employees, as designated by the City's bilingual pay policy, shall receive additional compensation above their regular salary at the equivalent rate of two hundred dollars (\$200.00) per month as set by the City of Woodland's Bilingual policy. These payments will be made biweekly according to the City's payroll schedule.

2.6 Extra Time Pay

2.6.1 Classifications covered by this Bargaining group are required to work hours which are in addition to their normal work schedule for the purposes of emergency response coverage, such as shift vacancies as well as emergency response callbacks, shall be compensated for extra time at time-and-a half of the operations shift rate with a four (4) hour minimum. Employees who are required to come in where the time of occurrence is contiguous with the beginning or ending of the employee's

shift, the four (4) minimum will not apply. Contiguous means connected to the employee's regular duty schedule, if the meeting or duty were continued, it would have been contiguous to the employee's regular duty schedule.

- (a) The necessity to cover scheduled shifts: Available open shifts will first be offered to on duty "certified acting Battalion Chief" employees outside of this bargaining unit. If no "certified" member of this classification is on duty, or if this move causes overtime, this opening will be offered to the "Battalion Chiefs". If the Battalion Chiefs do not accept the offered extra time it shall then be offered to "certified" members outside this bargaining unit as dictated by the order on the overtime list. If no Battalion Chief or Acting Battalion Chief is available, the overtime may be offered to the Deputy Chief at a rate of pay of 1.5 times regular 56-hour work week rate of pay.
- (b) For Acting Battalion Chiefs to qualify for time they must have successfully completed the department's Battalion Chief Certification or as approved by the Fire Chief.

2.6.2 Employees assigned duties outside their normal work schedule, as determined by and with advance approval of the Fire Chief, or designee shall be compensated at the operations shift straight-time rate.

2.7 Out of Class Work

2.7.1 Assignment to perform work of a higher-level classification: Employees assigned by their supervisors to perform the essential duties of a higher-level classification shall receive an additional five percent (5%) of base pay as out of class compensation. Payment shall continue for the term of the assignment to the higher-level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.7.2 Assignment as Acting Department Head: In the case of assignment as an acting department head, the compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher-level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.7.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay.

2.8 Educational Incentive Program

Employees shall be eligible for incentive pay within the identified rank, upon completion and granting of the following:

Battalion Chief

Chief Officer Certificate (OSFM) 2% pre-2015, 1% from 2015 forward
Executive Chief Fire Officer (OSFM) 1% (excluded for those who have Chief Officer pre-2015)
The Chief Officer and Executive Chief Officer series are to be non-cumulative and shall not exceed 2% in total.
Executive Fire Officer FEMA 2%
Bachelor's Degree 2%
Master's Degree 2%

Fire Marshal

Fire Marshal (OSFM) 2%
Bachelors 2%
Masters 2%

Deputy Chief

Executive Fire Officer (FEMA) 2%
Bachelor's Degree 2%
Master's Degree 2%

Amounts in this section are cumulative and may not exceed a total of 4%.

Note: Upon completion of all courses required (not including the task books) for the certification the employee will be eligible for Incentive pay. Retroactive pay will be limited to 120 days.

**ARTICLE III
RETIREMENT**

3.1 Retirement

Classis/Legacy employees

3% @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are "Legacy/Classic" members as determined by CalPERS is the 3% @ 50 formula with one-year final compensation (i.e., highest one-year average pensionable "compensation earnable").

Public Employee Pension Reform Act (PEPRA) employees.

2.7% @ 57 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three-year compensation.

3.1.2 Employee/Employer Contribution

3.1.2.1 Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS.

- Employees will pay a total of 9% of the employee's pensionable compensation towards the employee share of CalPERS pension.

2.7% @ 57 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 57 with average three-year compensation.

- Employees will pay 50% of the normal cost, as determined by CalPERS each year.

Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3% @ 50 Retirement Formula. All employees under the 3% @ 50 retirement formula shall contribute 4% of PERSable compensation towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.

3.1.3. Employer Paid Member Contribution (EPMC)

3.1.3.1 The City will report the amount the City pays towards the employees' contribution to PERS as special compensation (EPMC) if any.

Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h) (2).

3.1.4 Disability Retirement

3.1.4.1 After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.

3.1.5 Survivor's Benefits

3.1.5.1 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21380 et. seq.

3.1.6 Sick Leave Conversion

3.1.6.1 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8.

3.1.7 Final Compensation Salary Computation

3.1.7.1 The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) year's salary, for Legacy/Classic members.

For PEPRAs members the City's contract with PERS is the final three-year average.

3.1.8 PERS Pre-Retirement Optional Settlement 2 Death Benefit

3.1.8.1 The City has contracted for the PERS Pre-Retirement Optional Settlement 2 Death Benefit option (Section 21548). The PERS Pre-Retirement Optional Settlement 2 Death Benefit option provides a monthly benefit allowance to an eligible spouse of a deceased employee equal to the amount the employee would have received if they had retired on the date of the death.

**ARTICLE IV
BENEFITS**

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the medical insurance program. Employees shall have the option of enrolling in any of the medical plans provided by the City.

4.1.2 For Employees **hired before July 1, 2006**, the City provides a two-tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired on or before July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.2.2 Employees hired on or before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only and Employee plus One \$810
- Tier Two: Employee plus Family \$1,060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$2,036.21	\$2,036.21	\$2,647.27
January 1, 2025*	\$2,117.65	\$2,117.65	\$2,752.96
January 1, 2026**	\$2,202.36	\$2,202.36	\$2,863.08

* If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2024 to 2025.

If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25% from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2025 to 2026.

Notwithstanding any stated provisions, the City’s contribution to health benefits, as of January 1, 2023 shall not exceed:

Employee Only	\$ 1,035.69
Employee plus One	\$ 2,071.37
Family	\$ 2,968.80

4.1.3 Employees **hired on or after July 1, 2006**, the City provides a three-tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.3.1 Employees hired on or after July 1, 2006 who provide proof of dual coverage under any other group medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of \$405 per month.

4.1.3.2 Employees hired on or after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled; however, in no case shall the differences paid exceed the amounts provided below:

- Tier One: Employee Only \$405
- Tier Two: Employee plus One \$810
- Tier Three: Employee plus Family \$1,060

The City will pay a flat amount for medical coverage based on the chart below:

Effective	Employee Only	Employee Plus One	Family
January 1, 2024	\$1,018.12	\$2,036.21	\$2,647.27
January 1, 2025*	\$1,058.84	\$2,117.65	\$2,752.96
January 1, 2026**	\$1,101.20	\$2,202.36	\$2,863.08

*If the CalPERS Kaiser Rate for health premiums increases by **more than 20%** from January 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 8.0%** from 2024 to 2025. If the CalPERS Kaiser Rate for health premiums increases by **more than 25%** from 2024 to January 2025, then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2024 to 2025.

If the CalPERS Kaiser Rate for health premiums increases by more than 20% from January 2025 to January 2026, then the City Contribution toward health insurance premiums will increase by 8.0% from 2025 to 2026. If the CalPERS Kaiser Rate for health premiums increases by **more than 25% from January 2025 to January 2026 then the City Contribution toward health insurance premiums will increase **by 10.0%** from 2025 to 2026.

4.1.4 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **July 1, 2023, through December 31, 2023**, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	\$151.00	Note 3	\$978.96
Employee plus one	\$151.00	Note 3	\$1,957.89
Employee plus family	\$151.00	Note 3	\$2,545.27

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the “Employee Only” tier shall receive medical insurance coverage and cafeteria plan benefit equal to the “Employee plus One” tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently \$151 from the January 2023 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

4.1.4.5 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

4.2 Long Term Disability Insurance

4.2.1 The City Shall continue to provide Long Term Disability Insurance paid directly to CAPF or to an equivalent plan chosen by the Association. As long as costs of the new plan do not exceed the premium of current CAPF Plan.

Should the Association's LTD plan become unavailable, the City and Association agree to reopen negotiations on this section.

4.3 Dental Insurance

4.3.1 The City shall continue in effect its self-insurance group dental plan for all represented employees. The maximum annual reimbursement shall be two thousand (\$2,000) per covered person.

4.3.2 City shall continue to provide employees identified in Section 1.1 of this Resolution and any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.4 Medical Insurance Upon Retirement

- 4.4.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long-Term Disability Insurance is not provided to retirees.
- 4.4.2 For employees who were **hired before July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:
- 4.4.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved.
- 4.4.2.2 Insurance benefit levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.
- 4.4.3 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.
- 4.4.4 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.
- 4.4.5 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and
- 4.4.6 Dental, Vision and Long-Term Disability Benefits will not be offered or provided to retirees.
- 4.4.7 Employees who were hired on or after July 1, 2006, will receive medical insurance benefits in retirement as follows:
- 4.4.8 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.

- 4.4.8.1 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.
- 4.4.8.2 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.
- 4.4.8.3 Contributions: The City shall contribute \$100 per month to the employee's RHSP account; likewise, the employee shall contribute \$50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period.
- 4.4.8.4 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.
- 4.4.8.5 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

4.5 Professional Growth Incentive

- 4.5.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be \$625.00.

Education Leave of up to 96 hours per year shall be granted for all approved courses/classes by the Chief or designee and it does not create a "force hire".

4.6 Life Insurance

4.6.1 Employees. The City shall continue to provide life insurance coverage in the amount of \$50,000 to each employee in each position identified in Section 1.1 of this Resolution.

4.6.2 Retired Employees. Retirees shall be eligible for continued life insurance coverage subject to the following terms and conditions:

4.6.2.1.1 Employees. 50 years old or older who "retire" from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued life insurance coverage until the application for benefits is approved.

4.6.2.1.2 The City shall pay the premiums for eligible retired employees who have maintained the applicable life insurance coverage and whose application for PERS retirement benefits has been approved.

4.6.2.1.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.

4.7 Dental Insurance

4.7.1 City shall continue to provide employees identified in Section 1.1 of this Resolution and, at the employee's request, any eligible dependents; coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment. Dental Insurance eligibility ends on the last day of the month of active employment.

4.8 Vision/Optical

4.8.1 The City agrees to maintain in effect the vision insurance program for represented employees. Vision Insurance eligibility ends on the last day of the month of active employment.

4.9 Flexible Spending Account

4.9.1 The City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

**ARTICLE V
LEAVES**

5.1 Vacation Leave

5.1.1 Each employee covered by this Resolution and who is assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

<u>Months of Service</u>	<u>Leave Earned Per Month</u>
1 to 36 months	11 hours

37 to 60 months	13 hours
61 to 120 months	15 hours
121 to 180 months	18 hours
over 180 months	21 hours

5.1.2 Each employee covered by this Resolution and who is assigned to the Fire Staff Shift (40 hours work week) shall accumulate vacation leave according to the table below:

<u>Years of Service</u>	<u>Vacation Earned Per Month</u>
0 to 3 years	7.7 hours
4 to 5 years	9.7 hours
6 to 10 years	11 hours
11 to 15 years	13 hours
16 years and over	15 hours

5.2 Maximum Accumulation - Vacation Buy

5.2.1 Fire Operations Shift Employees

5.2.1.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.

5.2.1.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year.

5.2.2 Fire Staff Shift Employees

5.2.2.1 Fire Staff Shift Employees may carry an unused balance of vacation leave of no more than 56 days (448 hours) past January 1st of each year.

5.2.2.2 Fire Staff Shift Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for eighty (80) hours of accrued time, provided that the employee is taking at least one (1) consecutive week vacation time off within the fiscal year. Payment will be made at the hourly rate in effect at the time of the request. No employee may buy-out more than eighty (80) hours of vacation per fiscal year.

5.3 Sick Leave

5.3.1 Sick leave may be used only for non-service-connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 3.1.2 of this agreement, titled "Disability Retirement."

5.3.2 Accumulation and Deduction

5.3.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.

5.3.2.2 Time on sick leave shall be deducted from accumulated sick leave in daily increments as used.

5.3.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.

5.3.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service-connected illness or injury.

5.4 Holidays

5.4.1 Fire Operations Shift. Employees covered by this Resolution who are scheduled to the Fire Operations Shift (56-hour workweek) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made based on the employees' monthly salary.

5.4.2 Fire Staff Shift. Employees covered by this Resolution who are scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall observe the following holidays:

January 1st
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last work day before Christmas)
December 25th (Christmas Day)

5.4.2.1 In addition, each represented employee who is scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall have 16 hours added to his/her vacation leave total in the first full pay period of July each year.

5.5 Administrative Leave Compensation

5.5.1 All employees identified in SEC. 1-1 of this Resolution, shall receive administrative leave. Each represented Non-operational Fire Shift employee shall receive an annual bank of ninety-six (96) hours administrative leave in the first full pay period of July of each year. Operational Shift employees will receive 134.4 hours per year, in the first full pay period of July. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City.

Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Administrative Leave credited to them on July 1. For example, an employee working 25% of the year would owe the City 60 hours of Administrative Leave. If more than 20 hours of Administrative Leave had already been taken in time off or cash, at the time of termination, the employee would be responsible for payment of the balance of the hours due in either vacation leave or in cash. Cash payment would be made at the current rate of pay.

5.5.2 Each employee may, upon request, have accrued unused hours of administrative leave paid directly to him/her at their hourly rate of pay in effect at the time of the request. On a fiscal year basis, the maximum amount will be 80 hours for Fire Staff Shift personnel and 112 hours for Fire Operations Shift personnel. Subject to the maximum payout amounts, unused administrative leave will be paid on June 30 of each year.

5.5.3 Represented members who were appointed to the rank of Battalion Chief, Deputy Fire Chief or Fire Marshal after July 1, 2006, shall also receive and be able to be paid for leave as specified in paragraphs 5.5.1 and 5.5.2 above, however, no such employee may carry over any administrative leave balances past June 30 of each year.

5.5.4 It is recognized that in some instances unit employees may be required to work extraordinarily long hours on special projects or unique circumstances. Should such an extraordinary occasion arise, the Department Director may recommend to the City Manager that the employee be granted additional Administrative Leave in addition to the 96 hours for fire staff shift personnel (134.4 hours for fire operations shift personnel) already provided subject to the following provisions:

5.5.4.1 Additional Administrative Leave hours granted cannot exceed 24 hours in any Fiscal Year.

5.5.4.2 Additional Administrative Leave hours must be approved by the Personnel Officer and specifically authorized by the City Manager.

5.5.4.3 Additional Administrative Leave shall not be construed to constitute overtime compensation nor be applied on an hour for hour basis.

5.6 Catastrophic Illness or Injury

5.6.1 Represented employees may donate portions of their vacation or administrative leave accumulations to other employees who have suffered catastrophic illness or

injury. Employees receiving donation of time from other employees must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

5.7 Personnel Records

At the employee's request, after one year from the date of discipline, any disciplinary actions or letter will be purged from the employee's personnel file.

**ARTICLE VI
WORKING CONDITIONS**

6.1 Work Hours

6.1.1 Notwithstanding the establishment of the Fire Operations Shift and the Fire Staff Shift, work hours for each employee shall be those agreed to between the employee and the Fire Chief based on the shift the employee has been assigned by the Fire Chief.

6.2 Strike Team Participation

6.2.1 Unit employees participating in Strike Team or State OES Mutual Aid activities shall be compensated at time and one-half for hours spent outside of regular duty hours when the City is being reimbursed at the time and one-half rate.

6.3 Promotional Examinations

6.3.1 Promotional Exam Notice. All employees will receive a minimum of 30 days advance notice along with the study reference list for all department recruitments.

6.4 Pay Periods

6.4.1 Beginning in January 2023, the City changed its payroll process from a monthly payroll to biweekly. Any sections in the Agreement that refer to "monthly" amounts for payments or accruals will be converted to work within the biweekly process.

**ARTICLE VII
OTHER COMPENSABLE ITEMS**

7.1 Other Compensable Items Not Set Forth Herein

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2010 unless determined otherwise by the Woodland City Council in accordance with law required otherwise by law.

7.2 Vehicle Policy

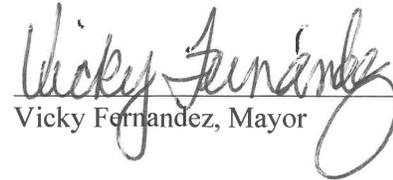
7.2. For unit employees who are expected to regularly report and respond back to the City during off-duty hours and/or whose duties include regular and reoccurring

attendance of meetings a vehicle may be assigned in alignment with the City Vehicle Policy.

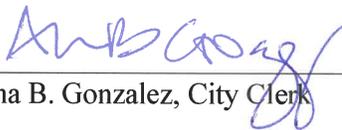
Deputy Chief, Fire Marshal and other unit employees as determined by assignment and at the Fire Chief's discretion may be assigned a vehicle in alignment with the City Policy.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 5th day of September 2023, by the following vote:

AYES: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
NOES: None
ABSENT: None
ABSTAIN: None


Vicky Fernandez, Mayor

ATTEST:



Ana B. Gonzalez, City Clerk

Exhibit A
 City of Woodland
 Fire Mid-Management Employees

Effective the first full pay period of July 2023 (4% COLA)

	Step A	Step B	Step C	Step D	Step E
Deputy Fire Chief	\$11,662.28	\$12,245.39	\$12,857.66	\$13,500.55	\$14,175.57
Fire Battalion Chief	\$10,223.64	\$10,734.82	\$11,271.56	\$11,835.14	\$12,462.89
Fire Marshal	\$10,223.64	\$10,734.82	\$11,271.56	\$11,835.14	\$12,462.89

Effective the first full pay period of July 2024 (3% COLA)

	Step A	Step B	Step C	Step D	Step E
Deputy Fire Chief	\$12,012.15	\$12,612.75	\$13,243.39	\$13,905.56	\$14,600.84
Fire Battalion Chief	\$10,530.35	\$11,056.86	\$11,609.71	\$12,190.19	\$12,799.70
Fire Marshal	\$10,530.35	\$11,056.86	\$11,609.71	\$12,190.19	\$12,799.70

Effective the first full pay period of July 2025 (3% COLA)

	Step A	Step B	Step C	Step D	Step E
Deputy Fire Chief	\$12,372.51	\$12,991.14	\$13,640.69	\$14,322.73	\$15,038.87
Fire Battalion Chief	\$10,846.26	\$11,388.57	\$11,958.00	\$12,555.90	\$13,183.69
Fire Marshal	\$10,846.26	\$11,388.57	\$11,958.00	\$12,555.90	\$13,183.69

Attachment A
Fire Department Conversion of Sick Leave and Vacation

Conversion for sick leave and vacation when personnel are transferred from Fire Operations Shift to Fire Staff Shift or from Fire Staff Shift to Fire Operations Shift will be done with a factor of 1.4 ($56 \div 40 = 1.4$).

Example #1

Firefighter has 500 hours of accrued sick leave. Firefighter then transfers from Fire Operations Shift to Fire Staff Shift. The 500 hours of sick leave would become 357.14 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are divided by 1.4 ($500 \div 1.4 = 357.14$)

Example #2

Firefighter has 500 hours accrued vacation. Firefighter then transfers from Fire Staff Shift to Fire Operations Shift. The 500 hours would become 700 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are multiplied by 1.4 ($500 \times 1.4 = 700$)

In accordance with section 20862.8 of the Public Employees' Retirement Law, an employee shall be credited at his retirement with 0.004 years of service credit for each unused day of sick leave.

All hours accrued on a shift basis shall be converted to days for calculations of service credit and reported to PERS.

Example #3

A firefighter has 3719 hours accrued from shift work. The hours are converted by dividing by 1.4 conversion factor. The total number of hours is divided by 8 and the total days are multiplied by .004.

$$3719 \div 1.4 = 2656.4 \text{ hours}$$

$$2656.4 \div 8 = 332 \text{ days}$$

$$332 \times .004 = 1.33 \text{ years}$$

Sick leave and vacation will be converted in the same manner on any transfer, temporary or permanent.