

# **Memorandum of Understanding**

**Between**

**City of Auburn**

**And**

**Auburn Firefighters IAFF Local 4110**

**Term: July 1, 2025 through June 30, 2026**

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## **ARTICLE 1: PREAMBLE**

This Memorandum of Understanding, hereinafter sometimes referred to as the Agreement, entered into by and between the City of Auburn, hereinafter sometimes referred to as the City, and the Auburn City Firefighters Local 4110, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees in the Firefighter Employees Bargaining Unit, as provided in the following Agreement.

## **ARTICLE 2: CITY RIGHTS AND RESPONSIBILITES**

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding, without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to, the following subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting.

## **ARTICLE 3: ASSOCIATION RECOGNITION AND RIGHTS**

### **3.1 Recognition**

The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code 3500 et seq.

The following ranks of employees are covered by this MOU:

- Battalion chiefs
- Fire Captains
- Fire Engineer
- Firefighter
- Limited Term (LT) Firefighter

### **3.2 Access To Employee Work Locations**

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with the approval of the Fire Chief or his designee.

### **3.3 Designated Association Representatives**

The Association shall appoint no more than four Association Representatives from among its members. The City agrees to provide a reasonable amount of paid release time (if on duty) to the Association representatives to attend each negotiation sessions.

### **3.4 Distribution And Posting Of Association Literature**

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

### **3.5 Use Of City Facilities**

The Fire Chief or his designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

### **3.6 Dues Deduction**

The City agrees that after receipt of a voluntary written and signed authorization from an employee, it will deduct from the wages of said employee the amount of monthly dues as certified in such form and forward said amount to the Association.

The Association agrees to indemnify, defend and hold the City harmless against all claims, demands, expenses, judgments or other liability on account of dues or charges collected by the City pursuant to this Agreement, and paid over to the Association. The Association agrees to refund to the City any amounts paid to it in error, upon presentation of proper evidence thereof. Upon voluntary written notification by the employee indicating that the employee is no longer a member of the Association, the City will cease to deduct monthly dues from the employee's wages.

### **3.7 Discrimination**

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of or other means of lawful participation or refrain from participation in the Association which are authorized and protected by statutory law, memorandum of understanding or City code, ordinance or resolution.

### **3.8 Association Release Time Bank**

The City established an Association Release Time Bank containing a one-time allotment of one hundred (100) hours of paid leave, provided by the City for the purposes described herein.

Upon certification to Human Resources from IAFF no later than December 15th each year, each member shall donate five (5) hours of vacation bank A leave to the Association Release Time Bank. The City shall credit such hours in the first full pay period in January of each year. At no time shall the Association Release Time Bank hours exceed two hundred (200). In other words, the bank shall have a maximum cap of two hundred (200) hours.

Requests to use release time bank hours must be made to the Fire Chief well in advance of the date of the proposed time off. The Fire Chief has final approval of such requests. Requests must be in writing, must identify the purpose and dates/times of the proposed leave, and must evidence pre-approval by the President of Local 4110 or designee. A request that meets these requirements shall not be unreasonably denied, however, the granting of such requests shall be subject to the scheduling needs of the Department and shall not result in the City incurring increased overtime costs. The Fire Chief's approval must be in writing and a copy must be sent to Human Resources. The Fire Chief's decision is final and is not subject to any appeal or challenge.

Only the Association President, Vice President or other Association Officers may use hours in the release time bank. The time may only be used to attend the following IAFF and/or Local 4110 activities: training sessions, seminars, membership meetings, elected board meetings, conventions and/or conferences. When an eligible employee takes approved Association Release Time, the bank will be charged on an hour-to-hour basis.

## **ARTICLE 4: HOURS OF WORK AND OVERTIME**

### **4.1 Hours Of Work**

City fire protection shall be staffed all twenty-four (24) hours on all days of the year including Saturday, Sunday and holidays, including proclaimed office closure by the President or Governor for City employees.

- A. Fire Department shift personnel covered under this Memorandum of Understanding shall work a 56-hour workweek (average), which shall consist of working 24-hour shifts in each 18-day work cycle, on a 48/96 work schedule. Any change in scheduling shall be agreed upon by the Association and the Fire Chief.
- B. Shifts shall begin and end at 8:00 a.m. each day. The work period for employees shall be twenty-four (24) hours per day.
- C. Employees will be allowed one and one-half (1.5) hours for physical fitness each shift.

### **4.2 Overtime And Overtime Compensation**

For regular employees subject to regulations of the Department of Labor in the bargaining unit, the City agrees that it will compensate employees for overtime pay at one and one-half the regular rate of pay, whenever an employee is required to work more than regular scheduled hours in accordance with Section 207(k) of the Fair Labor Standards Act.

- A. The City shall have the right to require employees to work overtime whenever necessary, as determined by the Fire Chief or designee.
- B. Employees covered under this agreement shall be paid an additional two and one-half percent (2.5%) pay per month, calculated on base pay as specified in Attachment A Salary Schedule, for mandated overtime compensation in accordance with Section 207(k) of the Fair Labor Standards Act.
- C. Overtime work shall be compensated by pay at the rate of time-and-one-half the regular rate of pay, or compensatory time off at the rate of time-and-one-half, with the approval of the Fire Chief. Such time shall be calculated to the nearest fifteen (15)

minutes. Compensatory Time Off (CTO) may be accumulated up to two hundred sixteen (216) hours, and the accumulation may continue beyond the fiscal year, if approved by the Fire Chief. Employees who have CTO in excess of this limit must submit written justification to the Fire Chief for carryover of the excess balance. Overtime work beyond the two hundred sixteen (216) hours accumulation limit will be compensated by cash payment at the time-and-one-half rate. Overtime may not be worked without prior approval of the Fire Chief or his/her designee except for emergencies.

- D. Trades of shifts between employees shall not constitute overtime compensation. At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented agreed to by the employee.

#### **4.3 Call Back**

In the event that an employee is called out at times other than regularly scheduled working hours to perform emergency overtime, the employee shall be compensated at the rate of time and one-half of base rate for the time actually worked during the emergency call out.

Employees covered under this agreement may voluntarily respond to calls off duty upon activation of an alarm and arrival to alarm or workstation prior to the mitigation of the incident. The overtime rate will apply at a minimum of one (1) hour. All time worked after the first hour shall be compensated at the overtime rate for the actual hours worked.

#### **4.4 Accrued Compensatory Time Usage**

Accrued compensatory time shall be used when requested by the employee and approved by the Fire Chief.

### **ARTICLE 5: COMPENSATION**

#### **5.1 Salary Increases**

Effective in the pay period including July 1, 2025, the attached Salary Schedule (Attachment A) for all classifications represented by the Association shall take effect, with all classifications within the bargaining unit receiving a three percent (3%) base wage increase.

## **5.2 Financial Ability To Meet Future Mou Commitments**

During the term of this agreement, in the event the City declares a fiscal emergency and the City's total general fund reserves decrease 25 percent or more below existing levels as of July 1, 2023, any remaining subsequent salary increase shall be cancelled.

## **5.3 Status Changes**

- A. **Salary At Time of Employment:** The normal hiring rate shall usually be at the first step of the salary range except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually qualified. Such offer must be in writing and supported by documentation.
- B. **Change In Pay Upon Promotion:** When an employee is promoted, he/she will receive the step in the salary range for the new position that provides at least a five percent (5%) pay increase.
- C. **Change In Pay Upon Demotion:** When an employee is demoted, he/she shall be paid in accordance with the salary schedule for the new lower class to which the employee is demoted; he/she shall be placed in a step within the salary range in his/her new lower class which is the same as the step held prior to demotion, providing said demotion is not the result of disciplinary action.
- D. **Change In Pay Upon Reclassification:** When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current pay rate exceeds the maximum step of the new range, his/her salary shall be frozen ("Y-rated") at its current pay rate. When the incumbent leaves the position, his/her replacement shall normally be hired at Step 1.
- E. **Return to Former Classification:** Employees promoted to a higher job classification shall return to their former job classification if probationary status is not satisfactorily completed. However, if such employee has not achieved permanent appointment at a lower classification, this provision does not apply.

#### **5.4 Merit Step Increases**

- A. Merit Increase Consideration: Employees are eligible for consideration for step advancement based on merit, demonstrating progressive improvement in job skills and work performance.
- B. Merit Increase Review Schedule: The merit increase anniversary date is established upon the employee's start date in their current position. The interval between step increases will be based on an employee's time in that position.
  - Regular full-time positions: Eligible for consideration every 12 months of active, full-time service.
- C. Pay Period Application: Step increases will be applied to the entire pay period in which the increase is effective.
- D. Exceptions: The Fire Chief shall have the authority to withhold step advancements only for reasonable cause, and the department heads have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department heads shall keep their employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

#### **5.5 Educational/Certification Incentive Pay**

- A. Educational Incentive Pay: Educational incentive pay is compensation to employees for completing educational courses, certificates, and degrees which enhance their ability to do their job, and include the following:
  - Associate's Degree (AA/AS): Employees covered by this MOU who possess an Associate of Arts/Associate of Science degree (AA/AS) from an accredited college or university in Fire Science shall receive a three percent (3%) increase in base pay.
  - Bachelor's Degree (BA/BS): Employees covered by this MOU who possess a Bachelor of Arts/Bachelor of Science degree (BA/BS) from an accredited college or university or its equivalent shall receive five percent (5%) increase in base pay upon verification by the City.

The Educational Incentive Pay is non-cumulative, and is paid at the highest rate for which an employee is eligible.

Educational Incentive Pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571 and 571.1 CCR.

B. California State Fire Marshall (CSFM) Certification Incentive Pay: The CSFM certification programs require educational course work hours and a task booklet to be completed before receiving the certification, and include the following:

- Employees covered by this MOU who possess a Fire Fighter 2 Certificate or have completed the required course plan and task booklet, shall receive two percent (2%) increase in base pay upon verification by the City.
- Employees covered by this MOU who possess a Fire Apparatus Driver Operator Certificate or have completed the required course plan and task booklet, shall receive three percent (3%) increase in base pay upon verification by the City.
- Employees covered by this MOU who possess a Certified Company Officer Certificate or have completed the required course plan and task booklet, shall receive at three percent (3%) increase in base pay, upon verification by the City.
- Employees covered by this MOU who possess a Certified Chief Fire Officer Certificate or have completed the required course plan and task Booklet, shall receive three percent (3%) increase in base pay upon verification by the City.
- Employees who possess an approved State Fire Marshal Certification or equivalent (such as, but not limited to IFSAC, PRO-BOARD, OES, CSTI, DOD, DOT, FAA, CFAI, NWCG & NFA) in accredited classes of less than forty (40) hours shall receive an additional one-half percent (0.5%) of base pay upon verification by the City.
- Employees who possess an approved State Fire Marshal Certification or equivalent (such as, but not limited to IFSAC, PRO-BOARD, OES, CSTI, DOD, DOT, FAA, CFAI, NWCG & NFA) in accredited classes of forty (40) or more hours shall receive an additional one percent (1%) of base pay upon verification by the City.

C. Educational/Certification Incentive Pay Cap: The total Educational Incentive Pay and Certification Incentive Pay received by an employee will not exceed six percent (6%).

## **5.6 Pay for Employees Working Out of Classification (in an “Acting” Capacity)**

If an employee performs temporary duty, assigned by the Fire Chief, in a classification one rank higher than his/her own, he/she shall receive five (5%) percent above his/her hourly base rate for each hour worked in that higher classification. An employee will receive an additional 5% (for a total of 10%) above his/her hourly base rate if required by the Fire Chief to act in a classification two or more ranks higher than their current classification.

## **5.7 Special Assignment Positions**

Temporary Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the Fire Chief with the approval of the City Manager. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her hourly base rate.

## **5.8 Longevity**

Employees will receive longevity pay based on years of service. Longevity pay is non-cumulative and provided as follows:

<b>Start of Service Year</b>	<b>Longevity Pay</b>
7th year	5% of base pay
11th year	10% of base pay
15th year	15% of base pay
20th year	20% of base pay

# **ARTICLE 6: SPECIAL ALLOWANCES**

## **6.1 Uniforms And Maintenance**

- A. Uniforms: The Fire Chief shall determine the standards for uniforms. These shall be provided and replaced upon presentation of need to the Fire Chief (or his/her designee).
  1. City-provided Uniforms: The City will provide employees with the following uniforms:
    - Full Class “A” Dress Uniform

- Four (4) long-sleeve shirts
- Four (4) short-sleeve shirts
- Four (4) pants
- Two (2) pairs safety boots:
  - Station boot (1)
  - Wildland boot (1)
- One (1) belt
- One (1) jacket
- One (1) job shirt

B. Uniform Maintenance Allowance: Employees will receive an uniform allowance of \$15.00 semi-monthly for maintenance of uniforms. Uniforms must meet Department standards.

## **6.2 Immunization Shots**

The City will provide immunization shots for employees as required by state and local health officials for certain working conditions.

## **6.3 Tuition And Training Reimbursement**

- A. Tuition and Training reimbursement shall be in accordance with Fire Department procedures.
- B. With the advance written approval of the City Manager and the Fire Chief, and upon satisfactory completion with a grade "C" or better, the City shall reimburse a permanent employee for the cost of tuition and books from:
  1. an accredited college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit to the City; or
  2. Fire Department SOP.\*
- C. All classes will be taken on the employee's own time. Reimbursement shall not exceed \$1,200 per employee per fiscal year.
- D. Meals and expense reimbursement for Strike team assignments and training outside of the Sacramento area shall be reimbursed according to the City's policies and procedures. "Outside of the Sacramento area" is defined as any point that is in excess of thirty-five (35) miles from the City of Auburn City Hall.

## ARTICLE 7: LEAVES OF ABSENCE

### 7.1 Vacation Leave

- A. Leave Use: The City provides vacation leave as a benefit to eligible employees. Employees have a right to vacation leave, subject to approval by the department head or their designee. Approval shall be based on employee preferences, seniority, and the department's workload requirements.
- B. Accrual Amounts: Regular full-time employees accrue vacation time based on their years of service.
  - Regular full-time employees:

Start of Service Year	Annual Accrual
Upon hire	144 hours
3rd Year	168 hours
6th Year	192 hours
11th Year	240 hours
16th Year	264 hours

- C. Accrual Frequency: Vacation leave hours will accrue on a semi-monthly basis.
- D. Probationary Employees: While serving their first ninety (90) days in the service of the City, probationary employees shall not be allowed to use their accrued vacation time. However, vacation credit shall accrue to such probationary employees during such time.
- E. Leave Balance Cap: No employee shall be allowed to maintain a balance of unused vacation leave earned in excess of twice his/her yearly allowance, plus ten (10) shifts (otherwise known as the "vacation cap"). Employees whose vacation balances exceed the vacation cap shall not accrue vacation until such balances are reduced below the vacation cap. Exceptions to the vacation cap may be made by the City Manager when such exceptions are deemed by the City Manager to be in the best interest of the City.
- F. Vacation Leave Cash Out: Employees may cash out up to 56 hours of vacation leave per fiscal year. Cash out requests will be made to Human Resources on a paid leave cash out form signed by the employee. The City will then process the cash out in the next payroll run on a separate check.

G. Separation: Upon termination, all accumulated vacation will be added to the employee's final pay and/or towards early retirement, at the employee's option.

The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death.

H. Vacation Scheduling Policy: An annual vacation sign-up procedure shall be determined by Fire Department procedures.

I. Leave Without Pay: Vacation will accrue prorated for any pay period where an employee takes unpaid time off, resulting in a reduction of paid hours.

J. Vacation Leave Bank B (Grandfathered): Vacation Leave Bank B, established October 12, 2015, will be eliminated June 30, 2026. All remaining hours in this bank on June 30, 2026 will be cashed out at the hourly base pay rate effective October 12, 2015.

## **7.2 Sick Leave**

A. Sick Leave Use: The City provides paid sick leave to employees to care for themselves or a family member's health needs, including diagnosis, treatment, or preventative care, or for specified purposes if you or a family member are a victim of a crime.

1. Sick leave shall be taken in periods of no less than one (1) hour.
2. Sick Leave/Physician's Statement: When absence is for more than two (2) shifts, the employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief stating the cause of the absence before sick leave with pay will be granted. If an employee becomes ill while on vacation, his period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In case of frequent use of sick leave or patterned absence, an employee may be required to file a physician's statement for each illness, regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his own physician concerning his illness.
3. Employees will, whenever possible, make appointments for medical, dental and similar purposes on non-workdays. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.

B. Accrual Amounts: Regular full-time and part-time employees will accrue sick leave as follows:

- Regular full-time positions: Accrue 144 hours per year.
- Regular part-time positions: Accrue paid sick leave as mandated by California Labor Code Section 246.

C. Accrual Frequency: Sick leave hours will accrue on a semi-monthly basis.

D. Leave Without Pay: No sick leave shall accrue during leaves of absence without pay.

E. Sick Leave Bank B: The City established Sick Leave Bank B effective October 12, 2015.

1. Initial Transfer to Sick Leave Bank B: Employees hired prior to October 12, 2015 shall have their sick leave hours moved to a separate leave bank named Sick Leave Bank B.
2. Bank B Accrual: No additional leave will accrue to Bank B.
3. Bank B Use: Employees may continue to use Bank B time under the same provisions as regular sick leave.
4. Bank B Cash Out: Sick leave hours in excess of 720 hours may be cashed out. These hours will be based on the hourly rate of pay earned by the employee immediately preceding October 12, 2015.

F. Sick Leave Cash Out: Employees may cash out up to 96 hours annually, drawn from either sick leave bank.

1. Eligibility: The combined accumulated sick leave balance of both banks must be at least 840 hours, regardless of from which bank the hours are cashed out.
2. Sick Leave Bank B: Sick Leave Bank B hours will be cashed out at the employee's hourly rate effective on October 12, 2015.

G. Separation: Upon separation of employment for reasons other than retirement, all accrued sick leave hours are forfeited. Sick leave hours have no cash value.

1. Retirement: Upon retirement from the City, employees may apply unused sick leave toward CalPERS service credit, up to the maximum hours allowed by CalPERS per California Government Code 20965. Any remaining sick leave hours are forfeited.
2. The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death.

H. **Donation of Sick Leave:** A catastrophic leave policy, which allows City employees to give sick leave hours to other City employees, shall be developed by the Association and incorporated into this Memorandum of Understanding after review and approval by the City of Auburn.

### **7.3 Family Leave Sick Leave**

With the approval of the Fire Chief, any eligible employee may be granted up to 72 Hours family illness leave with pay per calendar year in the event of the illness of a family member. Use of family leave with pay is intended to apply in serious and unforeseen circumstances where the presence of the employee in the home is required in order to care for the immediate family member. For purposes of family leave, immediate family shall be defined as mother, father, sister, brother, spouse, registered domestic partner child, grandparent, grandchild, mother-in-law or father-in-law of the employee.

### **7.4 Managed Time Off**

Employees shall no longer accrue Managed Time Off (MTO). Employees with accrued MTO time may continue to use such time in the same manner as Vacation Leave, except that MTO shall have no cash value and may not be cashed out.

### **7.5 Bereavement Leave**

Any eligible employee shall be granted bereavement leave with pay as necessary, but not to exceed five (5) shifts upon the death of a close relative in accordance with California Government Code Section 12945.7. For purposes of bereavement leave, close relatives are defined as mother, father, sister, brother, spouse, registered domestic partner, child, grandparent, grandchild, mother-in-law or father-in-law of the employee. Additional bereavement leave hours may be granted by the Fire Chief when circumstances warrant such additional leave.

### **7.6 Jury Duty Leave**

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

### **7.7 Holidays**

**Holiday In-Lieu Pay:** To compensate employees covered under this agreement for working recognized holidays the City will provide holiday in-lieu pay at the rate of 4.15 hours paid bi-weekly at the employee's base pay rate for a total of 108 hours (equivalent of eight hours for

each recognized holiday, plus 4 hours of floating holiday) for the following recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

### **7.8 Military Leave**

- A. Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.
- B. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty is to be reimbursed to the City.

### **7.9 Leave Of Absence**

The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves beyond that granted under state and federal law, employee illness and injury and leave beyond that granted under state and federal law, and for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of

such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty shall terminate his or her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

## **ARTICLE 8: HEALTH AND WELFARE**

### **8.1 Health, Dental, And Vision Benefits (Full-Time Employees)**

A. Medical Insurance: The City is committed to employee well-being, and as a core benefit, offers medical plans through the Public Employees Medical and Hospital Care Act (PEMHCA). The City shall establish a Cafeteria Plan (“Plan”) for health premiums. The City’s contribution to the plan includes the Minimum Employer Contribution amounts mandated under the Public Employee Medical and Hospital Care Act (PEMHCA).

1. Plan Premium Contributions: The city will make monthly contributions toward plan premiums, with the employee responsible for any remaining premium of their selected health plan. City contributions include the PEMHCA Minimum Employer Contribution (MEC) amount.
2. City Contribution: City contributions will be recalculated annually based on the previous plan year's amounts. The initial contributions for this agreement are:

<b>Subscriber Tier</b>	<b>Amount</b>
Employee only	\$1,035.99
Employee and 1 dependent	\$2,088.07
Employee and 2 or more dependents	\$2,709.44

3. Annual Recalculation: The contribution amount for each of the three subscriber tiers (Employee only, employee + 1 dependent, employee + 2 or more dependents) will be recalculated. The calculation is: Previous year's contribution for that tier + 80% of the average monthly premium increase of available plans within that tier in Placer County, excluding the highest and lowest.

If there is a decrease in average premiums for the current year, the previous year's City contribution amount shall be used. The City's contribution amount shall not decrease.

- 4. Frequency: Contributions will be deducted semi-monthly from their pay on a pre-tax basis, in accordance with Section 125 of the Internal Revenue Code.
- B. Optional Insurance Plan(s): The City shall offer at least two (2) optional insurance plans for employee participation at the employee's own cost. Optional insurance may include life, disability or other specialized insurance products.
- C. Medical Insurance Waiver Benefit: Regular full-time employees are eligible for a cash benefit when waiving City-provided medical insurance benefits.
  - 1. Eligibility: Employees must sign a waiver for medical, and provide proof of alternative active medical coverage.
  - 2. Benefit Amount: Employees hired on or after July 1, 2025, who waive medical insurance benefits shall be paid \$300.00 per month in equal installments of \$138.46 per bi-weekly pay period.
  - 3. Grandfathered Benefit: Current employees hired before July 1, 2025 who waive medical insurance benefit shall be paid \$890.00 per month in equal installments of \$410.77 per bi-weekly pay period.
- D. Dental and Vision Insurance: The City will provide a dental plan with a \$1,500 maximum benefit per year and a vision insurance plan at no cost to the employee.

## **8.2 Life Insurance**

The City shall provide life insurance for all full-time, regular employees in the unit in the amount of \$100,000 for each employee.

## **8.3 Employee Health Insurance Coverage After Retirement**

Subject to carrier approval and COBRA requirements, a retired City employee may continue, at their option, to participate in the City-sponsored health insurance program after retirement, provided that the retiree pays the full premium amount required pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA) for himself/herself and all eligible enrolled dependents.

The City's contribution obligation is limited to the minimum employer contribution (MEC) pursuant to the PEMHCA, if applicable.

## **8.4 Long-Term Insurance**

The City shall reimburse 100% of a Long Term Disability Insurance premium.

# **ARTICLE 9: RETIREMENT**

## **9.1 California Public Employees' Retirement System (CalPERS)**

### **A. Retirement Formula:**

1. Employees hired prior to July 1, 2010: For employees hired prior to July 1, 2010, upon placement in a full-time employment status, employees in the unit shall be members of CalPERS, as provided by the terms of the contract in effect between the City and CalPERS which includes the 3% @50 retirement formula.
2. Employees hired between July 1, 2010 and January 1, 2013: For employees hired on or after July 1, 2010 the retirement formula shall be the CalPERS 2% @ 50 formula.
3. Employees hired on or after January 1, 2013: For employees hired on or after January 1, 2013, who are not eligible in a different CalPERS retirement plan, the retirement formula shall be the California Public Employees' Pension Reform Act ("PEPRA") 2.7% @ 57 formula.

### **B. Retirement Contribution:**

1. Classic Member: Any employee hired before January 1, 2013 and who is enrolled in CalPERS is a "classic" member. All classic members shall pay the full CalPERS obligation for employees of nine percent (9%) to the Public Employees' Retirement System. Effective the first pay period in January 2017, all classic members shall pay the employee portion of nine percent (9%) plus an additional three percent (3%) of the employer cost for a total employee contribution of twelve percent (12%) of salary to the CalPERS retirement plan. If necessary, the contract with CalPERS shall be amended to reflect a twelve percent (12%) employee contribution rate for classic members.
2. New Member: New Employees Hired on or after January 1, 2013, unless eligible under a different CalPERS plan, shall be considered a "new member": New employees shall be members in CalPERS in compliance with the PEPRA. New members shall contribute fifty percent (50%) of the total normal cost of

the CalPERS retirement plan. Effective the first pay period in January 2017, all new members shall pay an additional three percent (3%) towards the employer cost.

- C. CalPERS Contributions: All CalPERS contributions made by an employee shall be made in accordance with IRS code 414 (h) (2) and shall be paid on a pretax basis. Additionally, payments made by the employee shall be credited to the employee's CalPERS account in accordance with CalPERS rules.
- D. Fourth Level of Survivor Death Benefit: Effective July 1, 2010, employees in the unit shall participate in the CalPERS Section 21574 Fourth Level of 1959 Survivor Death Benefit. Employees shall be responsible for any employee-borne costs for the benefit, and City shall pay employer share for benefit.
- E. Industrial Disability Benefit: The City agrees to amend the CalPERS agreement to provide the 75% industrial disability benefit under Section 21428 of the Government Code to be effective July 1, 2011.

## **9.2 Deferred Compensation**

457(b) Deferred Compensation Plan: The City offers both Traditional and Roth 457 retirement savings plans, allowing employees to save for retirement.

- A. Employee Contributions: Employees can contribute pre-tax to a Traditional plan or after-tax to a Roth plan, within IRS limits.
- B. Employer Contributions: As a benefit, employees will be enrolled in a City-sponsored 457 plan, and the City will contribute \$60.00 semi-monthly to each employee's plan for a total of \$120.00 per month. These employer contributions are included in the annual contribution limit.

## **9.3 Retirement Health Savings Plan**

The City no longer contributes to a Retirement Health Savings Plan for unit employees with such contributions now being made to the Deferred Compensation plan referenced in this section.

However, the City will continue to administer the Retirement Health Savings Plan for unit employees who previously participated pursuant to the previous terms and conditions of the plan.

## **ARTICLE 10: DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY**

### **10.1 Substance Abuse Testing**

The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol, or substance abuse testing.

### **10.2 Reasonable Suspicion**

“Reasonable suspicion” for purposes of this Article includes, but is not limited to, the following:

- A. A critical incident has occurred while on duty for the City or at the employee’s work location.
- B. An accident involving a City vehicle or equipment causing damage to property or persons in combination with any factors noted below.
- C. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with an open container of alcohol in work area or vehicle.
- D. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee’s appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include equilibrium, manner of speech, mental reactions, odor of intoxicants on breath or clothing, eyes, general appearance, physical actions and work behaviors.

### **10.3 Employee Assistance Program**

The City has established an Employee Assistance Program (EAP). Such a program provides counseling services for personal and family member problems related to marital/family relationship problems, alcohol or drug abuse, stress-related problems, depression and other types of psychological problems for employees of such referral and intervention.

## **ARTICLE 11: REDUCTION IN FORCE**

### **11.1 Layoff Authority**

The City Manager may lay off employees pursuant to the following procedures. The City shall give the Association notice prior to implementation of any proposed layoff and shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff.

1. The appointing authority may lay off or reduce an employee when necessary.
2. For reasons of economy; lack of work or funds.
3. A change in organization where there are more employees than positions in any class within the City.

### **11.2 Employment Status and Layoff**

- A. Layoffs and reductions shall be made by class of position. In each class of position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:
  1. First: Temporary
  2. Second: Probationary
  3. Third: Permanent
- B. Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in service.

### **11.3 Order Of Layoff**

In case there are two or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of the last rating in the class as follows:

- A. Employees within each category shall be laid off in inverse order of seniority in City service, except where an employee possesses special skills essential to the City.
- B. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his/her name placed on a re-employment list.

- C. In the event of a tie in seniority, the following regular performance ratings on file will determine the order:
  1. First: All employees having ratings of “Unsatisfactory”
  2. Second: All employees having ratings of “Improvement Needed”
  3. Third: All employees having ratings of “Satisfactory”
  4. Fourth: All employees having ratings of “Outstanding”

#### **11.4 Re-Employment List**

- A. The names of persons laid off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position, before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two refusals shall cause the incumbent's name to be stricken from the list.
- B. Names of persons laid off or reduced in lieu of layoff shall be carried on a re-employment list for a three (3) year period, except that the names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff list shall continue to have the same anniversary date he had prior to termination, but shall have no seniority accrued except of active service.
- C. Persons separated from employment because of budget cuts can retain the right to return to a job if a vacancy occurs, provided that there is an annual notice of interest in being a City employee, and that the minimum standards for employment are met at the time of reinstatement.

#### **11.5 Ties In Performance Rating And Seniority**

In case of tie affecting two or more persons, the person with the lowest performance rating shall be laid off first. If a tie still exists and the persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was lower on said eligible list shall be laid off first. If the appointments were not from the same eligible list, that person who was appointed from the later eligible list shall be laid off first.

## **11.6 Exception To Order Of Layoff**

Where the appointing authority deems it to be for the best interest of the service, he or she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:

1. Such action is for the best interest of the service;
2. The employee retained has such special qualifications;
3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of the City.

## **11.7 Reduction**

The appointing authority may, at his discretion, if he or she deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that he/she possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

# **ARTICLE 12: GRIEVANCE PROCEDURES**

## **12.1 Purpose**

In order to establish harmonious and cooperative relationships between the City and its employees, and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. It is the City's policy to assure its employees the right of access to this procedure, free from interference, restraint, coercion or reprisal for its reasonable use. The procedure applies to all employees of the City in the bargaining unit.

## **12.2 Definition Of Grievance**

A grievance is a complaint of an employee or group of employees alleging unfair treatment resulting from a management decision, or concerning the interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions, within the control of management and for which there are no other procedures

in existence which may be used to resolve such problem. The status of employees as probationary employees is governed exclusively by Section 1200, et seq., of the City's Personnel Rules. Disciplinary Actions and Appeals are governed exclusively by Section 1300, et seq., of the City's Personnel Rules.

The following are exempt from the grievance procedure:

1. The contents or rating of a performance evaluation;
2. A position classification issue;
3. Any form of release from employment or discipline, including: dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand or counseling;
4. A change in title, job classification, or salary based on City classification studies;
5. Any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation or policy established by the City Council; or;
6. A matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the City.

### **12.3 Employee's Right To Representation**

An employee shall have the right to be represented by an employee representative at all times and at every formal step in the grievance procedure. An employee shall have the right to be represented by an Association agent or attorney at all times and at every step in the formal grievance procedure. The grievant shall be released from work with pay for appearances at any or all levels of the grievance procedure.

### **12.4 Informal Grievance Procedure**

All persons having a grievance shall make every effort to resolve such grievance by discussion with his/her immediate supervisor prior to submission of a formal grievance.

### **12.5 Formal Grievance Procedure**

All formal grievances shall be submitted within twenty (20) business days after the occurrence of the circumstances or within twenty (20) business days after the employee or the Association knew or should have known of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is waived, and no grievance or cause shall be deemed to exist and no action will be considered. A formal grievance is deemed

submitted upon submission of a written grievance on the form provided by the City for this specific purpose. Failure by the grievant to meet any of the specified timelines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal to the next level of review. However; steps of the grievance procedure may be waived by mutual agreement between the parties.

1. Step 1: In the event that a mutually satisfactory solution has not been reached through the informal review, the written grievance will be presented within fifteen (15) business days (or end of the second shift if an employee is returning from an excused absence) to the department head. The department head shall have fifteen (15) business days to investigate and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the department head to render a written decision within fifteen (15) business days shall constitute a denial of the grievance, and the grievance shall proceed to and be governed by the time limitations of paragraph 2 of this procedure.
2. Step 2: If a mutually satisfactory solution has not been reached through submission to the department head, the grievant has fifteen (15) business days to submit the grievance to the City Manager. The City Manager shall have fifteen (15) business days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, the City Manager shall render a written decision within fifteen (15) business days. Unless an extension of time has been agreed upon in writing, failure of the City Manager to render a written decision within fifteen (15) business days shall constitute a denial of the grievance, and the grievant may proceed to mediation or arbitration as provided below.

## **12.6 Mediation Process - Mutual Agreement**

Prior to an arbitration hearing, the parties, by mutual consent may request the assistance of a mediator from the State Mediation and Conciliation Service (SMCS) in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the City and the Association.

In the event the grievance is not resolved, stipulations, admissions, settlement proposals or concessions agreed to or offered during mediation shall not be admissible at a subsequent hearing. If mediation is not accepted, the parties may proceed to arbitration of the grievance.

## **12.7 Arbitration - Selection Of Arbitrator**

An arbitrator may be selected by mutual agreement of the City and the Association.

- A. Failure to Agree on Arbitrator: Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service (“SMCS”) for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names until one remains. The order of strikes shall be determined by coin toss.
- B. Arbitration - Submission of Statement: The parties shall, 30 calendar days following the City Manager’s receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall exchange a written summary of the evidence they intend to offer. The parties shall reach agreement on and reduce to writing the question or questions to be submitted for arbitration. In the event of no agreement of the question or questions, each party shall submit their own questions together with the exchanged summaries of evidence. A list of witnesses to be used by each side, shall be submitted to each other and the arbitrator ten (10) business days prior to the arbitration hearing.
- C. Arbitration - Scope of Arbitration: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties and shall reflect the intent of the parties in agreeing to this Memorandum as well as applicable law.
- D. Effect of Arbitrator Decision: The decision of the arbitrator shall be binding upon the Association. The City Manager may accept, modify, or reject the decision of the arbitrator. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the City. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. The City shall, within sixty (60) calendar days of receiving notice of decision and award requiring expenditure in excess of \$5,000 per individual grievant, take action to implement the award or deny the award in excess of \$5,000 per individual grievant. The decision of the arbitrator is otherwise final. If the award is denied, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum or applicable law.
- E. Arbitration - Arbitrator’s Decision/Time Limit: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 calendar days following the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by written findings of fact and conclusions of law.

F. Arbitration – Expenses: The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

## **12.8 Grievance - Non-Retaliation**

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

# **ARTICLE 13: DISCIPLINE**

## **13.1 Short-Term Discipline**

For punitive action, as defined under the Firefighter's Bill of Rights and involving the equivalent of five (5) days suspension or less, the parties shall utilize the services of the State of California Mediation/Conciliation if the matter cannot be resolved at the City Manager level. In the event that the mediator cannot resolve the matter, he/she shall frame the unresolved issues for the parties to take forward to the City Council.

## **13.2 Long Term Discipline**

A. For matters beyond the scope of Section 13.1 above, the parties may agree to use the mediation option, or the appellant and the Association may request the City Manager, or his duly authorized representative, to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of the City regarding the resolution of the appeal. The appellant and the Association must request the appointment of the Hearing Officer within ten (10) business days from the date the appellant has received the decision of the City Manager/designee pursuant to the "Skelly" conference. Failure of the appellant and the Association to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the appeal and the appeal will be considered settled on the basis of the last management response. Within ten (10) business days after receipt of a request for the appointment of the Hearing Officer, the City Manager or his duly authorized representative shall attempt to reach voluntary agreement with the appellant and the Association as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within ten (10) business days of receipt of the request for the appointment of a Hearing Officer, the City Manager or his duly authorized representative shall obtain a list from the American Arbitration Association, State Mediation Conciliation Service office five (5) persons who are qualified to serve as Hearing Officer. Upon receipt of the list, the parties shall meet to select a Hearing

Officer from the list. The list of five (5) shall serve as the list of persons to be used by the City and the Association for the term of the Agreement, unless otherwise agreed to by both parties.

- B. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Hearing Officer shall use the standard of proper cause in determining the propriety of the City's conduct. The Hearing Officer shall not hear witnesses or take evidence out of the presence of the other party except by default. The Hearing Officer shall be bound by the expressed terms and conditions of the Memorandum of Understanding, as well as the Personnel Rules and Regulations of the City, in determining the validity of the City's action, and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding or any provisions of the Personnel Rules and Regulations.
- C. In the conduct of the hearing, the Hearing Officer, once chosen, shall hold the hearing to make findings of fact and recommendations to the parties within thirty (30) calendar days of the Hearing Officer's appointment. The Hearing Officer shall be bound to render his/her findings and recommendations within thirty (30) calendar days of the close of the hearing.
- D. The Hearing Officer shall submit his/her findings and recommendations in writing to the City, the appellant and the Association. The Hearing Officer's recommendations "made thereafter shall be final and binding upon the grievant, the Association and the City, if accepted by the Council. The City Council may accept the findings and recommendations of the Hearing Officer in its entirety, may modify the recommended penalty or disposition, or may re-open the hearing of its own volition to extend the record. Such action shall be taken at the next regular City Council meeting, unless said meeting is set within less than seven (7) calendar days of receipt of the Hearing Officer decision.
- E. The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by the City, the appealing party, and the Association. Each party shall bear the cost of its own attorney's fees.

### **13.3 Appeal Review by The City Council**

If applicable, either the City Manager or the employee may request City Council review of the Hearing Officer's decision. Such request shall be submitted in writing to the City Clerk within ten (10) calendar days after receipt of a copy of the Hearing Officer's decision. Review by the

City Council shall be made within fifteen (15) calendar days after the request for review is received. The City Council may approve, modify or reverse the decision of the Hearing Officer, and its decision shall be final.

## **ARTICLE 14: MISCELLANEOUS**

### **14.1 Personnel Rules**

The City will make available to its employees a current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's personnel rules which directly pertain to regular unit members not specifically referred to in this Agreement are, by this reference, incorporated herein. The Fire Chief and the Association will cooperatively develop a Policy and Procedure Manual that specifically relates to the operations of the Fire Department that will define specific Rules and Regulations applicable to the Fire Department.

### **14.2 Probationary Periods**

The regular probationary period for all employees in the unit shall normally be no longer than one (1) year. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases where there is reasonable cause to do so.

### **14.3 No Strikes, No Lockouts**

It is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this Article or refusing to perform duly assigned services in violation of this Article, shall be subject to disciplinary action.

### **14.4 Pre-Existing Benefits, Policies, Resolutions, And Other Policies**

The City shall continue to provide and comply with previously existing, negotiable benefits, policies and Personnel Rules and charter-type provisions pertaining to employer- employee relations in existence on the effective date of this Agreement.

### **14.5 Waiver Clause**

This Memorandum of Understanding and its attachments and referents constitutes the full agreement between the parties concerning wages, hours and conditions of employment. This Agreement may be altered, changed, added to, deleted from or modified only through

mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

#### **14.6 Severability Savings Clause**

- A. If, during the term of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- B. In the event of suspension or invalidating of any article or section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **14.7 Term Of Agreement**

The term of this agreement shall be from July 1, 2025 through June 30, 2026, or thereafter, until a successor Agreement is negotiated.

#### **14.8 Successor Agreement**

By no later than March 2026, the parties shall initiate meet and confer sessions for a successor agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

**City Of Auburn**

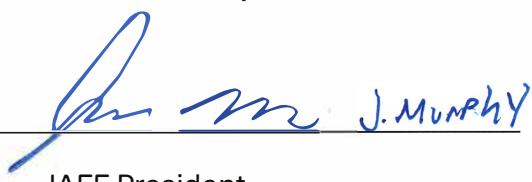
Dated: 6/25/25



Sean Rabé, City Manager

**Auburn Firefighters IAFF Local 4110 (“IAFF” or “Association”)**

Dated: 6/15/2025



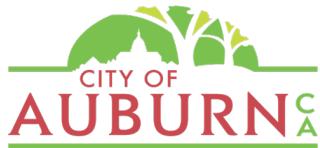
IAFF President

**Approved As To Form**

Dated: 6/23/25



Gary B. Bell, City Attorney



# ATTACHMENT A

Effective: 7/1/2025

## City of Auburn Pay Schedule

Classification	Group	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief (2912 hours)	IAFF	35.7513 104,108	37.5435 109,327	39.4181 114,786	41.3854 120,514	43.4557 126,543
Fire Captain (2912 hours)	IAFF	31.0957 90,551	32.6510 95,080	34.2887 99,849	35.9985 104,828	37.8010 110,077
Fire Engineer (2912 hours)	IAFF	28.2632 82,302	29.6743 86,412	31.1575 90,731	32.7128 95,260	34.3505 100,029
Firefighter (2912 hours)	IAFF	25.6882 74,804	26.9757 78,553	28.3250 82,482	29.7464 86,622	31.2296 90,941