

**RESOLUTION NO. 2024-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4403**

**WHEREAS**, the International Association of Fire Fighters (IAFF), Local 4403, is the recognized employee representative for employees in the firefighting employees' representation unit; and

**WHEREAS**, the City of Guadalupe and IAFF have been without a negotiated Memorandum of Understanding since 2021; and

**WHEREAS**, the City and IAFF have met and conferred in good faith to reach agreement on a Memorandum of Understanding for the time period 5/14/2024 through 06/30/2027; and

**WHEREAS**, the City and IAFF have reached tentative agreement on all issues.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Guadalupe as follows:

**SECTION 1.** The City Council hereby approves the Memorandum of Understanding for the time period 5/14/2024 through 06/30/2027 attached hereto as Exhibit "A" and incorporated herein by reference, and the Mayor is hereby authorized to execute the Memorandum of Understanding on behalf of the City.

**SECTION 2.** If any provision or any part of a provision of this resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of provisions of this resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**SECTION 3.** The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Administrator and City Attorney concerning any changes deemed necessary.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

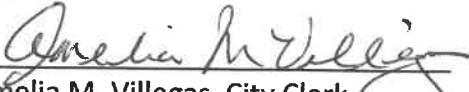
**PASSED AND ADOPTED** at regular meeting on the 14<sup>th</sup> day of May 2024 by the following vote:

**MOTION:** EUGENE COSTA JR. / CHRISTINA HERNANDEZ

**AYES:** 5      **Councilmembers:** Costa Jr., Hernandez, Julian, Furness, Robles  
**NOES:** 0  
**ABSENT:** 0  
**ABSTAINED:** 0

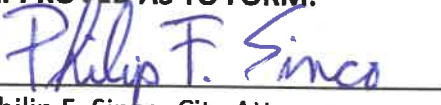
I, Amelia M. Villegas, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being CC. **Resolution No. 2024-32** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held May 14, 2024, and that same was approved and adopted.

**ATTEST:**

  
Amelia M. Villegas, City Clerk

  
Ariston Julian, Mayor

**APPROVED AS TO FORM:**

  
Philip F. Sinco, City Attorney

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS  
LOCAL 4403  
Guadalupe Chapter**

**AND**

**THE CITY OF GUADALUPE**

**May 14, 2024 through June 30, 2027**

**MEMORANDUM OF UNDERSTANDING  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 4403 Guadalupe Chapter  
AND  
THE CITY OF GUADALUPE**

**ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of Memorandum of Understanding (MOU) shall be May 14, 2024 through June 30, 2027 and thereafter shall continue from year to year. Either party may request modification by January 1 of the year the MOU will expire, in which event, meeting and conferring shall begin no later than January 31 of that year. Any changes from the prior Memorandum of Understanding shall not be effective until the execution of an updated Memorandum of Understanding. All items in this MOU are effective May 14, 2024, unless otherwise stated.

**ARTICLE 2. RECOGNITION**

The City of Guadalupe (hereinafter referred to as the "City") recognizes Local 4403 (hereinafter referred to as "Association" or "Local 4403") as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineer. Local 4403 and its members recognize and agree to the fact that they will be employees of the City of Guadalupe.

**ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES**

City of Guadalupe Personnel Regulations and other policies and procedures shall apply to the employees of the Guadalupe Fire Department. Where the City of Guadalupe personnel regulations policies conflict with this MOU, the procedures outlined in this MOU will apply.

**ARTICLE 4. NON-DISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, gender, sexual orientation, disability, age, national origin, religion, or any other basis protected under federal, state, or local law.

Employees may elect to exercise their right to join and participate in the activities of the Union for purposes of representation in all matters of their working conditions and employee-employer relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in the Union. The City and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

The Union and the City agree that there shall be no discrimination within their respective organizations because of race, creed, gender, sexual orientation, color, national origin, age, disability, religious affiliation, political belief, Union membership, lack of Union membership, or any other basis protected under federal, state, or local law. Discrimination complaints based on Union membership and/or activity shall be subject to the grievance procedure and arbitration.



## **ARTICLE 5. MANAGEMENT RIGHTS**

The City expressly retains its authority under federal, state, and municipal law and exclusively retains its management rights, which include, but are not necessarily limited to, the right to:

- determine the mission of its constituent departments, commissions, boards; set standards of service to the public;
- establish the standards of selection for employment and promotions;
- direct its employees and establish work assignments and schedules;
- maintain the efficiency of governmental operations and determine the methods, means and personnel by which government operations are to be conducted;
- determine methods of financing;
- determine types of City-issued equipment to be used and exercise discretion over its facilities, technology, and organization structure; and
- determine the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions.

The City agrees to meet and confer with the Union before implementing any decisions to contract out or transfer work out of the bargaining unit, which result in layoff, reduction in hours, or other direct impacts on wages, hours or terms and conditions of employment to the extent such terms and conditions are within the scope of representation. Upon request, the City shall negotiate the decision and the impact of such decision on employee's terms and conditions of employment; the subject of such bargaining shall include the reasons, the expected financial impact and the anticipated impact on the quality of services provided. However, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decision on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

## **ARTICLE 6. UNION RIGHTS**

- A. Local 4403 shall provide the Director of Public Safety with a list of all authorized Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her Local 4403 representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Director of Public Safety will approve one employee and/or Local 4403, representative to take official City time to investigate and process a grievance,

when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the City. It is understood that the employee and/or Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.

- D. The City agrees that members of the local 4403 who are working when a Union meeting is scheduled, shall be permitted to attend the meeting, provided such hours do not interfere with completing the daily work duties. Local 4403 agrees that union meetings shall be limited.

#### **ARTICLE 7. DUES DEDUCTIONS**

The City agrees to deduct dues twice monthly and remit them to the Local 4403, as approved by the Local 4403 and authorized in writing by the individual employees concerned, on forms currently accepted by the City and the Local 4403 for such deductions. Requests for changes in and cancellation of Group dues shall be promptly processed by the Union and put into effect by the City at the employee's request.

Local 4403 agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents against all claims, proceedings, and liabilities arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the City under this Article.

#### **ARTICLE 8. CLASSIFICATION AND WAGES**

- A. Local 4403 represent the following employee classifications: Fire Captain, Fire Engineer
- B. The City and Local 4403 agree that the following classifications shall receive wages as set forth below:

Effective 7/1/24:

All positions in the bargaining unit shall receive a 10% wage increase

Effective 7/1/25:

All positions in the bargaining unit shall receive an 8% wage increase

Effective 7/1/26:

All positions in the bargaining unit shall receive an 8% wage increase

- C. The Ranges are shown as Exhibits 1 thru 3 to this MOU.

- D. Constructive Receipt

Employees who have the option to cash out accrued leaves must provide an irrevocable election in the prior calendar year. Employees who do not make this prior year election shall not permitted to cash out accrued leaves.

## **ARTICLE 9. INCENTIVE PAY**

### **A. BILINGUAL ALLOWANCE**

A member whose assignments and duties require the frequent and regular use of bilingual skills in English and Spanish or other language determined by the City Administrator to be of benefit to the City, shall be designated by the City Administrator to receive a bilingual allowance. "Frequent and regular" means at least once each work day or five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position.

A full-time employee with a bilingual designation shall receive compensation of \$60 per pay period after demonstrating basic verbal bilingual skills to their immediate supervisor. An employee who demonstrates bilingual proficiency by passing a written and verbal examination shall receive compensation of \$125 per pay period. The form of the examination shall be agreed by the City and the Local 4403.

Note: Members who are currently receiving bilingual allowance will be grandfathered in and exempted from testing requirements.

### **B. ADVANCED EMT CERTIFICATION (OPTIONAL SKILLS)**

In addition to the base rate of pay determined under this MOU, employees engaged in delivery of advanced emergency medical skills (Optional Skills) shall receive compensation of \$50.00 per pay period. Employees must possess current certifications and complete all ongoing required training as determined necessary by the certifying agency. The qualified employee shall notify the Director of Public Safety upon any change in status within five (5) business days.

### **C. EDUCATIONAL PAY**

- i. All unit employees who possess an Associated Arts Degree or Associated Science Degree, from an accredited junior college, or upon earning a special license or certificate, deemed to be equivalent to an AA/AS degree, will receive a 2.5% education incentive pay.
- ii. All unit employees who possess a Bachelor of Science/Bachelor of Arts Degree will receive a 5% educational incentive pay.
- iii. The maximum Educational Pay incentive paid to unit employees shall be capped at five percent (5%).

### **D. INCENTIVE PAY FOR SPECIAL ASSIGNMENTS**

Firefighters assigned to Special Assignments, as designated by the Director of Public Safety, will be entitled to a premium above their base salary payable with the normal payroll, with a maximum of two (2) assignments. These firefighters must satisfactorily perform their Special Assignments as well as their regular duties. In the event a Firefighter resigns from

their Special Assignment, or the assignment no longer exists, the Firefighter will lose the incentive pay. The Special Assignment for the period of the MOU are:

- Haz-Mat Officer – 3% (6 Officers Eligible)
- Investigator – 3% (3 Officers Eligible)
- Field Training Officer – 3% (As Needed)

Firefighters in the bargaining unit are eligible for incentive pay at this rate only when they are actually conducting this especially assigned duty.

#### **ARTICLE 10. ADVANCEMENT IN SALARY (Step Increases)**

All employees entering the permanent, full-time employment of the Guadalupe Fire Department shall be paid at the first step of the salary range, unless otherwise determined by the Director of Public Safety, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit, with the approval of the Director of Public Safety and the City Administrator. Employees shall be placed on the step designated by the Director of Public Safety for initial full-time regular employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner.

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step, Step B, shall be granted to employees after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to completion of a probationary period. This adjustment shall be made only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- C. The third step, Step C, shall be granted to an employee who has proven qualified with demonstrated satisfactory performance in a given classification for one (1) full year from granting of previous step increase and only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- D. The fourth step, Step D, shall be granted to an employee who has demonstrated satisfactory performance in a given classification for one (1) full additional year from granted the previous step increase and only with the approval by the Director of Public Safety or his/her designee and the City Administrator.
- E. The fifth step, Step E, shall be granted to an employee who has demonstrated satisfactory performance and continued growth in a given classification for one(1) full additional year with the approval of the Director of Public safety or his/her designee and the City Administrator.
- F. The first longevity step, Step L1, shall be granted to an employee who demonstrated satisfactory performance after three (3) full additional years beyond Step E, only with the approval of the Director of Public Safety or his/her designee and the City Administrator.
- G. The second longevity step, Step L2, shall be granted to an employee who demonstrated satisfactory performance after two (2) full additional years beyond

Step L1, only with the approval of the Director of Public Safety or his/her designee and the City Administrator.

- H. A performance evaluation on each employee whether recommended for salary advancement or not shall be prepared annually by the Director of Public Safety or his/her designee prior to final action.
- I. Performance evaluations must be completed no later than thirty (30) days after anniversary date.
- J. An employee must always continue to maintain an acceptable level of performance.
- K. Employee shall retain his or her anniversary date held prior to the step increase.

#### **ARTICLE 11. UNIFORM AND EQUIPMENT ALLOWANCE**

Upon the hiring of a Fire Department employee, the City will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The City will provide replacement safety equipment as necessary as determined by the Director of Public Safety or his/her designee.

- A. The uniform maintenance allowance paid to full-time unit members shall be \$20 per pay period/biweekly (\$520.00 per year). In addition, each June and December, full-time sworn employees shall be permitted to purchase up to \$475 of new uniforms and/or work-related equipment at the City's expense. Personal items such as prescription eye or sunglasses are not included in the uniform allowance, as the City provides vision care that allows for a Well Vision Exam every 12 months, contacts, frame, and lens allowance. Reference VSP Vision Summary for details. Incidentals for personal grooming or hygiene are not included per IRS guidelines.
- B. The City will provide uniforms at time of hire. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Director of Public Safety and shall include items specified in C. below.
- C. Safety clothing (including safety boots) required in the performance of duties shall be provided by the City. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- D. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Director of Public Safety or his/her designee as recommended by the Association. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from paid call firefighter status, items will be issued to augment their uniform compliment. Uniforms to be purchased by the City for new employees include:
  - 1. Pants (2 pairs)
  - 2. Uniform shirts (2Short-sleeve and 1 Long-sleeve)
  - 3. T-Shirts (2)

4. Jacket w/liner (1)
5. Sweatshirts (1)
6. Socks (4 pairs)
7. Belt and buckle (1)
8. Ball cap (1)
9. Nameplate & insignias, including patches
11. Ancillary equipment and uniforms
12. Boots

The above list may be modified with approval of the Director of Public Safety and the Union.

- E. An account will be set up with a local uniform provider and employees may charge their approved items to the account. The uniform provider will then bill the City for payment. In the case that items are not available through the local uniform provider, employees can purchase the items and be reimbursed by the City.
- F. The City shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase for the Director of Public Safety or his/her designee.
- G. The City shall provide (1 Set) of Class A Uniforms to all full-time employees who have completed the probationary period.

#### **ARTICLE 12. REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY**

- A. When uniform and equipment items authorized by the Fire Department are lost or damaged on duty, other than by normal wear and tear, the City shall replace the items.
- B. The City will reimburse employees for lost or damaged personal items, while on duty, up to the following amounts:
  1. Sun glasses up to \$100.
  2. Prescription eye wear up to \$200.00.
  3. Watches up to \$100.00.
  4. Personal Cell phones up to \$600.

Such list may be amended with the approval of the Director of Public Safety.

- C. All claims shall be filed in writing, verified and approved by the Director of Public Safety. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's gross negligence.

#### **ARTICLE 13. HOURS OF WORK AND OVERTIME**

##### **A. Work Shift**

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7:00 a.m. to the following 7:00 a.m.).

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year.

C. Shift Schedule

1. The regular work schedule shall be six (6) twenty-four (24) hour shifts in a fourteen (14) day cycle.

X = 24-hour on-duty period

0 = 24-hour off-duty period

Schedule: XX0000XX0000XX

2. Work schedules shall be established one time per year.

D. Overtime

Overtime shall be paid at time and one-half of the employee's regular rate of pay, as set forth under the FLSA. Any work performed outside of a member's regularly assigned work schedule shall be paid at the overtime rate of pay. Mandatory holdbacks, call backs, and special events, and contracted events, outside of regular work schedule, shall be counted as overtime and be paid at the overtime rate of pay.

Effective July 1, 2023, The City adopted a 28-day FLSA period pursuant to FLSA section 29, USC Section 207 subsection (k). Overtime shall be calculated for time served past the 212-hour threshold in a 28-day pay period.

E. Compensatory Time

At the request of any employee eligible for overtime pay, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA, subject to Association approval. No employee shall accrue compensatory time off in excess of 192 hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

F. Modified Duty

An employee who is unable to perform the essential functions of his or her job, with or without reasonable accommodation, due to injury or illness may request to be placed on modified duty. The employee must provide the Director of Public Safety or his/her designee with a doctor's note describing the restrictions that he/she may have. If a modified duty assignment is available that is within the

employee's restrictions, the Director of Public Safety or his/her designee shall approve the request.

A modified-duty work assignment is generally administrative in nature and may require working at a desk typing, driving and walking depending on an employee's medical restrictions. The schedule is typically forty (40) hours a week.

Once on a forty (40) hour week schedule, all leave balance and accruals (Holiday, Vacation, Sick Leave, etc.), as well as salary and benefits, are changed to reflect a forty (40) hour workweek. The conversion shall be a factor of 1.4.

Modified duty assignments will commence on the first day of a pay-period. When the employee's treating doctor provides a written release to return the employee back to full duty and it has been approved by the Director of Public Safety or his/her designee, the employee will return to their appropriate shift on their next scheduled workday, providing the return date does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on earliest date that will not trigger excess overtime, unless emergency circumstances occur. To convert paid leave time accruals and balances from a forty (40) hour workweek back to a fifty-six (56) hour workweek, rates will be multiplied by a factor of 1.4.

#### **ARTICLE 14. SHIFT EXCHANGES**

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA, providing the replacement is a qualified employee. The City is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-eight-day cycle. An employee who owes exchange time to another employee shall work for the other employee and cannot pay it back in vacation time or other paid leave time. The Director of Public Safety shall be given notice of the shift exchange and/or change in station assignment for non-emergency reasons.

#### **ARTICLE 15. MINIMUM STAFFING**

If regularly scheduled employees are not available for such staffing, any qualified employee, regardless of rank, may work the duty shift. In the event an employee is called into work to start their regularly scheduled shift early, they will receive a minimum of two hours of additional pay at the overtime rate. All hours worked in excess of two hours will be at the employee's base rate unless the employee otherwise qualifies for overtime in accordance with this agreement.

#### **ARTICLE 16. CALLBACK PAY**

Callback is defined as "the circumstances that requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week". An employee called back to work will receive a minimum two (2) hour overtime pay. An employee called back for overtime pay shall not be required to fulfill the hourly obligation to receive callback pay. An employee called in early to start his/her work shift



without prior reasonable notice will receive a minimum two (2) hours' overtime pay. Reasonable notice shall be defined as, "The number of hours in the employee's standard shift". Overtime pay shall commence from the time the employee reports for duty at the Fire station.

**ARTICLE 17. SENIORITY**

"Seniority" for the purposes of this Article shall be defined as the length of service as a regular, full-time employee with the City. When determining seniority for regular, full-time positions within a classification subject to layoff, only regular, full-time service shall be considered.

**ARTICLE 18. VACATION LEAVE**

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses may, after six (6) continuous months of service, take vacation leave not to exceed 48 hours, with the approval of the Director of Public Safety.
- C. Employees who terminate employment shall be paid a lump sum of his/her outstanding vacation and compensatory time accruals on the regular payday for the pay period containing their last day of work.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

AFTER: <u>Years</u>	=	<u>Hrs. P/Month</u>	=	<u>Hrs. P/Pay Period</u>	=	Max Hours
01		9.34		4.31		224.12
02		11.20		5.17		268.84
03		12.14		5.60		291.20
04		13.08		6.04		314.08
05		14.00		6.46		335.92
06		14.00		6.46		335.92
07		14.94		6.90		358.80
08		14.94		6.90		358.80
09		15.88		7.33		381.16
10		15.88		7.33		381.16
11		16.80		7.75		403.00
12		16.80		7.75		403.00
13		17.74		8.19		425.88
14		17.74		8.19		425.88
15		18.68		8.62		448.24

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's date of hire in a regular, full-time status.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.

- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Director of Public Safety, within the limitation necessitated by legitimate operational needs of the City.
- H. Employees may accrue vacation leave up to a maximum of two times the annual accrual allowed. At the request of an employee, an exception to the accrual limit may be made upon recommendation by the Director of Public Safety.
- I. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern.
- J. In the event an employee's accrued vacation leave reaches the maximum allowable, the employee shall not accrue further vacation hours until the balance is below the maximum amount allowable as shown on the vacation schedule in D.
- K. Employees may cash once per quarter or 4 times during the fiscal year. Employees may cash out up to sixty (60) hours of vacation leave per request. Requests to cash out vacation leave shall be submitted to the Finance Director or designee and shall be granted provided (1) the requested cash out will occur no sooner than three (3) calendar months after a prior similar cash out, and the employee retains a minimum balance of 40 hours of accumulated vacation time after the cash out occurs. The cash out shall be paid in a check separate from the normal payroll check. Vacation time cashed out pursuant to this provision shall be subtracted from the employee's accumulated vacation time balance when paid. Cash out of vacation leave must follow the constructive receipt provisions of Article 8, section D.

**ARTICLE 19. HOLIDAY LEAVE**

- A. The following days shall be paid annual holidays for full time employees, and pro-rated for part time employees:
  - 1. January 1 - New Year's Day
  - 2. January -Third Monday, Martin Luther King Day
  - 3. February - Third Monday, Presidents Day
  - 4. May - Last Monday, Memorial Day
  - 5. July 4 - Independence Day
  - 6. September - First Monday, Labor Day
  - 7. November 11 - Veterans Day
  - 8. November - Fourth Thursday, Thanksgiving Day
  - 9. November - Fourth Friday, Day Following Thanksgiving
  - 10. December 24 - Christmas Eve
  - 11. December 25 - Christmas Day
  - 12. December 26 – Day after Christmas
  - 13. December 31 - New Year's Eve

13 holidays x 8 hours per day/ 26 pay periods x 1.4 = 5.6 hours per pay period, retro to 1/01/2020 and effective 1/01/2021, calculation will be 13 holidays x 12 hours per day/ by 26 x 1.4 = 8.4 hours per pay period.

**B. Special Holidays:**

In addition to the hours above, every day designated by the President, Governor, or City for public observance as a special, nonrecurring single event, shall be paid as additional holiday pay of 12 hours in the pay period in which the designated holiday occurs.

**ARTICLE 20. SICK LEAVE**

- A. All members shall accrue 11.2 hours of sick leave with pay for each month of service. Upon retirement an employee may choose to be paid out 50% of his/her unused sick leave, to a maximum of 672 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the City contract with PERS. The maximum accumulation of earned sick leave shall be 2912 hours. Employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 2912 hours.
- B. Employees may transfer sick leave on a voluntary basis to a fellow City employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer and submitted for approval for the Director of Public Safety for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.
- C. Employee, while out on disability, may utilize sick leave hours to complement their Disability allotment so as to receive 100% of their pay. This utilization will be a percentage of pay not covered by disability.

**ARTICLE 21. BEREAVEMENT LEAVE**

All members shall be granted leave by the Director of Public Safety whenever the affected employee has experienced a death in the immediate family, defined as the spouse/registered domestic partner, the employee's or employee's spouse's/registered domestic partner parent, brother or sister, child or stepchild, grandparent, grandchildren, son-in-law, daughter in law, "step" relative as described above, aunt or uncle, or any other person residing in the employee's household. All members must be employed for at least thirty (30) days prior to the commencement of bereavement leave.

Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave. The first three (3) working days per occurrence shall be paid leave. Such leave is not chargeable against sick or vacation leave. The additional two (2) days of bereavement leave shall be unpaid but the City shall allow members to use time from any leave bank available to them, if they desire. Bereavement leave shall be taken within the

first ninety (90) days after the death of the person for whom the employee is taking the leave for. The five (5) days do not need to be taken consecutively.

As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate or published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency to the Director of Public Safety justifying such absence.

## **ARTICLE 22. FAMILY LEAVE**

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

- A. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
- B. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
- C. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
- D. Request for leave must be made 30 days prior to leave, when the need is foreseeable and such notice is practical.
- E. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
- F. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA") and state California Family Rights Act ("CRFA"), and Pregnancy Disability Leave ("PDL") apply.

## **ARTICLE 23. MATERNITY LEAVE**

The City shall provide leave to eligible employees as required by the California Family Rights Act, the Family and Medical Leave Act, and the California Pregnancy Disability Law.

## **ARTICLE 24. MILITARY LEAVE**

Employees taking military leave shall be entitled to full City pay and benefits as required by statute.

Every employee of the City shall be granted military leaves of absence and other benefits as provided by federal law and Division II, part I, Chapter VII of the Military and Veteran's Code of the State of California and any applicable amendments. All employees applying for military leave shall give the Director of Public Safety, within the limits of military regulations, an opportunity to determine when such leaves shall be taken. Employees may use compensatory time and vacation leave for weekend drills. Reemployment rights are governed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

#### **ARTICLE 25. MEDICAL LEAVE**

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or to restore health for pregnancy, upon employee's written request to the Director of Public Safety, subject to submission of medical certification. During the approved leave period, such medical leave without pay shall not exceed a period of sixty (60) days unless approved and granted by the City Council. The employee's insurance, including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working for a maximum of ninety (90) days, after which the employee may continue such benefits at employee's sole expense.

#### **ARTICLE 26. JURY DUTY**

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

#### **ARTICLE 27. MEDICAL INSURANCE**

- A. The base medical plan shall be defined as the Blue Shield Access Plus Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO (PERS Select) plan available to the City by the existing medical plan provider.
- B. Increases to the base medical plan will be shared, with the City paying 70% of the increase and the employee paying 30% of the increase. If base medical plan premiums decrease, the savings will be shared, with the City receiving 70% of the decrease and the employee receiving 30% of the decrease. If an employee chooses a medical plan other than the base medical plan, the City contribution for that plan is the same amount that the City would contribute if the employee selected the base medical plan.
- C. Upon providing the City written proof that medical insurance coverage is in force through coverage provided by another source, a full-time employee may opt out of

the City's medical insurance plan and receive deferred contribution in the amount of \$500 per month.

#### **ARTICLE 28. DENTAL INSURANCE**

The City shall provide for all members a dental plan of the City's choice. The monthly dental premiums shall be shared: City paying 75% of total premium and the employee paying 25% of total premium. The City may select an alternate dental insurance plan provider during the term of this MOU providing that:

- A. Any new plan maintains equivalent benefits to the employee; and

#### **ARTICLE 29. VISION INSURANCE**

The City shall provide for all members a vision care plan of the City's choice. The monthly vision premiums shall be shared: City paying 75% of total premium and the employee paying 25% of total premium. The City may select an alternate vision care insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and

#### **ARTICLE 30. LIFE INSURANCE**

The City shall provide group term life insurance benefit plan for all members with a benefit of fifty-thousand dollars (\$50,000). Full cost for said policy will be paid for by the City.

#### **ARTICLE 31. BURN INJURIES**

The City agrees to enter into a Memorandum of Understanding with the Grossman Medical Group Inc. to provide burn treatment to fire personnel in the event of a work-related burn injury.

#### **ARTICLE 32. RETIREMENT**

##### **A. PERS Retirement Contributions/"Classic" Personnel**

1. The City shall provide the PERS 2% @ 55 retirement formula for all employees hired prior to January 1, 2013. Employees will contribute 4% of the Employee's PERS Contribution with the City contributing 3% of the Employee's PERS Contribution.
2. The employee portion of the PERS contribution paid by the City shall be reported to PERS as income (Employer Paid Member Contributions).
3. The PERS Plan shall be based upon 3 consecutive years of compensation.
4. Employees will receive credit for unused sick leave as provided in the City's PERS contract.

**B. PERS Retirement Contributions/"PEPRA" Personnel**

1. The City shall provide the PERS 2% @ 57 retirement formula for all employees hired on or after January 1, 2013, or hired prior to January 1, 2013 but with a break in service greater than six (6) months, as defined by Public Employees Pension Reform Act (PEPRA).
2. Pursuant to PEPRA, these employees and the City are responsible for paying one-half of the normal cost of this retirement plan.
3. The PERS Plan shall be based upon highest 36 consecutive months.

Employees will receive credit for unused sick leave as provided in the City's PERS contract.

- C. Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the City Personnel Regulations.

**D. Retiree Medical**

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City at the rates offered by the plan provider subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. The City's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The city's contribution shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the consumer Price Index, providing that the City is participating in the CalPERS Health Plan.
3. The City has elected to participate in the PERS Health Benefit Program with the unequal contribution option. The City's contribution towards retirees shall start at \$35.00 per year in 2004. The contribution shall increase 1% per year of the City's contribution for active employees until such time that the contributions for retirees and active employees are equal, providing that the City is participating in the CalPERS Health Plan.
4. Employees may choose to enroll in the Section 125 plan to have their payroll premium deductions taken out pre-tax.

**ARTICLE 33. PHYSICAL FITNESS**

Employees may be allotted up to one and one half (1.5) hours per twenty-four (24) hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the senior captain. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift.

#### **ARTICLE 34. PHYSICAL EXAMS**

The City shall pay for any physical examination expressly required to State or Federal law as a condition of employment if requested by the City. Such physical examination shall be scheduled with the approval of the Director of Public Safety

#### **ARTICLE 35. MEALS DURING EMERGENCY RESPONSE**

If on-duty personnel are available, a reasonable attempt shall be made to provide meals to employees engaged in an extended local emergency response within six (6) hours of initial response to the incident by the employee and at six (6) hour intervals thereafter.

#### **ARTICLE 36. PAYCHECKS**

The City will pay regular checks on a biweekly basis. The paychecks will be available for distribution to employee by 3:00 p.m. the Friday of the designated payday unless technical difficulties occur which are beyond the control of the City. In any event, paychecks will be provided no later than 4:30 p.m. on the City designated payday. If a holiday occurs on a Friday, paychecks will be distributed the preceding Thursday.

#### **ARTICLE 37. ANNIVERSARY DATES**

An employee's anniversary date is the date in which he/she accepted regular, full-time employment with the City of Guadalupe Fire Department.

#### **ARTICLE 38. PROBATIONARY PERIOD**

All appointments the City makes shall be tentative and subject to a probationary period of twelve (12) months. The Director of Public Safety may extend the probationary period for specified cause(s) that shall be provided in writing to an employee in advance of the extension. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period.

The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Director of Public Safety, with the approval of the City Administrator, may release the probationary employee from City employment without cause at any time during the probationary period.

#### **ARTICLE 39. PERFORMANCE REVIEWS**

Employee performance review forms and self-review forms shall be provided by Human Resources. An employee's immediate supervisor shall prepare, sign and date an employee performance review for each employee fifteen (15) days preceding the conclusion of six (6) months of service after regular appointment from an employment list, and after any change in status of any employee; and, an employee performance review



shall be prepared within fifteen (15) days preceding the conclusion of twelve (12) months of service, and annually thereafter.

The original employee performance review form and the self-review form shall be filed in the employee's official personnel file and a copy shall be handed to the employee for review and retention. After an employee has been given an opportunity to examine performance review reports, such reports may be considered in promotional examinations and actions relating to transfer, demotion, removal or other changes affecting the status of an employee.

#### **ARTICLE 40. PROMOTION**

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five (5%) increase in salary compared to the employee's existing salary, inclusive of all special compensation. Promotional opportunities for classifications within the representation unit will be posted for at least ten (10) working days prior to selection. When practical, and consistent with the best interest of the City, all vacancies in the classified service shall be filled by promotion from within. A promotion shall establish a new anniversary date for the purpose of an employee's annual performance evaluation and potential for merit increase.

An employee promoted to a new position shall serve a six (6) month probationary period in that position. In the event the promoted employee is removed from the position to which promoted, the employee shall receive credit for time served in the promotional position. The employee shall not be considered demoted but shall be returned to the salary range from which promoted if their former position is still available. A rejected employee shall retain his/her salary anniversary date held prior to promotion.

#### **ARTICLE 41. POSITION CLASSIFICATION**

All positions in the Fire Department and the City are classified according to their duties and responsibilities. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together into a class. All positions in a class shall be treated alike in such matters as salary, examinations, and minimum qualifications. One purpose of the system is to ensure equal pay for equal work through the Fire Department and the City.

- A. **Classifications Changes:** During the course of this MOU, the City and the Union shall notify the employee concerned in case of a contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the agreement.
- B. **Working Out of Classification:** The term "working out of classification" is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

1. Employees appointed to unfilled positions on an “out of classification” basis will receive acting pay within the range of the higher classification beginning the first day of the assignment.
2. Employees appointed to a position for vacation, sick leave, or other leaves of absence coverage will receive acting pay within the range of the higher classification beginning after three (3) consecutive workdays (72 hours) of assignment in the acting position. Such acting pay shall be a minimum of five percent (5%) over the employee’s current salary.

“Out of classification” provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

The City agrees to conduct a classification and compensation study covering all positions in the calendar year preceding the expiration of this MOU, for use in collective bargaining. The method of implementation of that study will be the subject of future negotiations between the City and the Union.

#### **ARTICLE 42. TRANSFERS**

Transfer of an employee to a position within the employee’s current range shall not affect the employee’s salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

#### **ARTICLE 43. DEMOTION**

Transfer of an employee to a lower class shall result in a reduction of salary unless approved otherwise by the Director of Public Safety. The employee’s salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion may only be made for cause, which shall be provided to the employee in writing by the Director of Public Safety prior to any action taking place. Demotion for disciplinary reasons may be appealed through the disciplinary process.

#### **ARTICLE 44. RESIGNATION**

An employee wishing to leave his/her employment with the City in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date, if possible. All final monies due the employee will be paid at the next payday. Resignations may be revoked within two (2) weeks.

#### **ARTICLE 45. LAYOFFS AND DISPLACEMENT**

The City shall determine when and if lay-offs are to occur. The Director of Public Safety shall be responsible for the implementation of a lay-off order of the City in accordance with the procedures outlined below.

A. After determining a lay-off is needed within the Union, the order of lay-offs shall be as follows:

1. Probationary, temporary, provisional, part-time, per diem and seasonal employees (promotional probation excluded), in the order to be determined by the appointment authority, shall be laid off first;
2. For regular full-time employees within the Union, lay-offs shall be governed by seniority. Seniority is defined by this MOU. The laid-off member shall be the employee with the least seniority. Employees in Category 1 with the lowest seniority will be laid-off first, followed by employees in Category 2.

Job performance categories shall be defined as follows:

Category 1: Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2: Performance that is average, competent, or meets performance standards. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the middle performance category of the performance appraisal report.

Category 3: Performance that is above average or exceeds performance standards or expectations. Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the second highest performance category of the performance appraisal report.

Category 4: Performance that is outstanding or superior. Performance defined by this category is evidenced by an employee's two most recent performance evaluations within overall rating that falls within the top performance category of the performance appraisal report.

B. Recall List

Names of employees laid-off shall be placed on a recall list for a period of two years. Laid-off employees will be recalled in reverse order of lay-off only once before being removed from the list for the job they held before being laid-off. Recall list shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the lay-off was made.

C. Appointment of Laid-Off Employees to Vacant Class

The Director of Public Safety, in agreement with the employee, may appoint an employee who is to be laid-off to a vacancy in a class for which he/she is qualified. He/she will still remain on the recall list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure)

1. Employees who have been promoted during their service with the City and previous departments may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. The intent is to have the last person hired be the first person to be laid-off.
  - Reassignment rights may be exercised only once in connection with any one lay-off and shall be exercised within twenty (20) calendar days from the date of the notice of the lay-off, by written notice from the employee.
  - The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
  - Employees who bump back will be placed on the salary range for the position they bumped back to at the step closest to their salary in the position they vacated.
2. Employees who are reassigned (bump back) are to be placed on a recall list for the position they have vacated.
3. Employees on lay-off shall be recalled in the inverse order of lay-off, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

E. The City will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F. below.

F. Notice of Lay-off to Employees

1. An employee to be laid-off shall be notified in writing of the impending action at least sixty (60) calendar days in advance of the effective date of the lay-off. The notice shall include the following information:
  - a. Reason for lay-off.
  - b. Effective date of lay-off
  - c. Employee rights as provided in these rules.
2. Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the City to discuss proposed alternatives to a reduction in force.

G. Removal of Names from Recall Lists

1. The Director of Public Safety may remove an employee's name from a recall list if any of the following occur:
  - a. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
  - b. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail when contacting individuals; or
  - c. The individual refuses one recall offer at his/her previous job. Individuals shall have ten (10) calendar days to respond to the offer of recall and an additional thirty (30) calendar days to return to work.

#### H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
  - a. An employee who has been laid-off shall be paid in full for his/her unused accrued vacation leave and compensatory time on their final paycheck.
  - b. When an individual is recalled, he/she shall be entitled to:
    - (1) Retain his/her seniority date and anniversary date less the amount of time of the lay-off.
    - (2) Accrue vacation leave at the same rate at which it was accrued at the time of the lay-off.
    - (3) Have any unused sick leave reinstated.
    - (4) The same retirement formula prior to lay-off, assuming that the employee has not withdrawn his/her PERS funds and the break in service does not exceed six (6) months from the date of lay-off. If an employee has withdrawn funds, he/she will be reinstated to the retirement formula which is currently in effect for all newly hired employees unless the employee notifies PERS prior to being reinstated that he/she wishes to redeposit the withdrawn funds and PERS allows the employee to be reinstated at the previous retirement formula.
2. An individual recalled into the job from which he/she was laid-off shall be assigned to the same salary range and step he/she held at the time of the lay-off. An individual recalled into a job classification other than the classification from which he/she was laid-off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the lay-off.
3. If an employee bumps back to a lower job classification in lieu of a lay-off, he/she will not be considered laid-off. He/she will, however, be placed on a recall list for the higher job classification held prior to bumping back.
4. A probationary employee who is recalled shall be responsible for completing his/her probationary time commitment.

5. An individual who is recalled shall complete, upon return to the job, the same work time he/she would have had to work at the time of the lay-off to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
6. The intent of the lay-off policy is to have the last hired the first laid-off.

#### **ARTICLE 46. USE OF PRIVATE VEHICLE & MILEAGE RATE**

No worker shall be required as a condition of obtaining or continuing City employment, to possess or provide a private vehicle for use in connection with his/her City employment. The City shall reimburse employees at the rate established by the IRS for use of personal vehicles when such employees agree to such use upon stated request of the City. Transportation to and from work shall not be reimbursed.

#### **ARTICLE 47. PERSONNEL FILES**

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at the employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request. Personnel files include those files maintained by the immediate supervisor or other administrators/supervisors involved in employee evaluations, as well as the central file maintained in Human Resources.

No adverse comment may be entered into a personnel file without the employee having first read and signed the instrument. If, after reading the instrument the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee. He/she then has thirty (30) calendar days to prepare a written response to any adverse comment entered into his/her file. The written response shall be attached to, and shall accompany, the adverse comment.

If an employee believes there is material in his/her file that is mistaken or unlawful, he/she may submit a request to correct or delete the disputed material. The agency then has thirty (30) calendar days to respond to the request.

#### **ARTICLE 48. POSITION VACANCIES**

##### **A. General provisions.**

Selection procedure and job description information will be attached or incorporated into a job-posting notice, which will be announced in at least one newspaper of general circulation in the City. Techniques used in the examination process shall be impartial, of a practical nature, and shall relate to those subjects which are pertinent to the duties and responsibilities of the position. Any tests used shall be reasonably predictive of success in the classification; and tests may not be biased with respect to race, gender, religion, creed, political affiliation, sexual orientation, color, national origin, ancestry, or age.

##### **B. Selection procedures.**

###### **1. Application**

Both inside and outside candidates will submit applications on forms specified by the Human Resources Manager, after an opening has been announced (accepting temporary or emergency employment situations). The time for filing applications will be included in the initial posting and may be extended or reopened as determined by the Human Resources Manager provided such notice is also posted.

2. Screening

Applications will be screened by the employing Department to ascertain whether candidates meet minimum requirements as outlined in the job description for the classification as adopted by the City Council. Applicants screened out at this level will receive a written response explaining such action.

3. Interviews/Appraisals

Interviews may be conducted individually or by interview boards and will be qualifying. Interview boards shall be composed of one member of the department and other qualified and unbiased people. If individual interviews or an interview board is used, a majority of the individuals or board members must recommend a candidate in order for the candidate to qualify for appointment.

4. Appointment

Candidates who successfully complete all phases of the selection procedure will be recommended to the Public Safety Director. The Public Safety Director will make appointments from among those recommended candidates who are most qualified as determined by objective review of selection procedure results and background materials.

- C. Unfilled Positions. Should the City determine that a vacancy will not be filled; such determination shall be made within 120 working days of the date upon which the worker vacated the position. Upon said determination the City will notify the workers in the affected Department and Local 4403.

## **ARTICLE 49. OUTSIDE EMPLOYMENT**

No full-time employee shall engage in outside employment or an enterprise that is in conflict with their municipal duties or responsibilities or that lessens their effectiveness as a City employee. A regular, full-time employee of the City may not accept significant outside employment without written notice to and approval from the Director of Public Safety. Approval shall be granted unless a specific actual conflict of interest is determined. An aggrieved employee may appeal the denial. A copy of the approved written notice shall be filed in the employee's personnel file.

## **ARTICLE 50. DISCIPLINARY ACTIONS, NOTICE, AND APPEALS**

- A. Actions. Disciplinary actions may range from informal conversations to formal discharge, with the objective of reinforcing or shaping employee behavior in a direction that is reasonable and necessary for actualizing agency goals. Such actions are therefore corrective rather than punitive, progressively more severe if necessary to further reinforce the objective and fit the nature of the problem.

1. Counseling. If an employee's performance or conduct is unsatisfactory or needs improvement, the employee's lead or immediate supervisor ordinarily shall provide informal oral or written counseling. Counseling will be conducted in private, and should address performance or conduct which, if not modified, may result in further disciplinary action. When appropriate, an employee should be verbally counseled about her/his performance or conduct prior to receiving a written counseling memo or reprimand or other disciplinary action.
  2. Letter of Concern or Written Reprimand. If an employee's performance or conduct fails to improve after counseling by the employee's supervisor, the supervisor ordinarily will prepare a report of the unfavorable performance or conduct, including specific suggestions for corrective action as appropriate. The report shall be placed in an employee's personnel file. Nothing in this section shall impair the right of the City to impose more severe discipline without a report of unfavorable performance or conduct when extraordinary circumstances warrant such action. The Local 4403 may request, and/or the City may elect to remove such written disciplinary action from the employee's file after an appropriate length of time. No such report shall be issued unless made and presented within fifteen working days of management's knowledge of the incident or occurrence.
  3. Suspension. When circumstances warrant, an employee may be placed on administrative leave with pay by the City with or, when appropriate, without prior counseling or an unfavorable performance or conduct report and without a prior hearing. In such event the City shall thereafter issue a Notice of Disciplinary Action as set forth below, and the employee shall be entitled to challenge that action as provided for in this MOU.
- B. Notice of Disciplinary Action. Notice of a proposed or recommended disciplinary action for all disciplinary actions, except counseling and reprimand, shall be served on the employee in person or by certified mail. The notice shall include:
1. A statement of the nature of the disciplinary action;
  2. The proposed effective date of the action, and a date by which the employee must schedule an informal (Skelly) hearing with the appointing authority;
  3. A statement of the reasons for the proposed disciplinary action;
  4. A statement of alleged facts in ordinary and concise language of the acts or omissions upon which the charges are based; and
  5. A statement advising the employee of their right to appeal and the right to Union Local 4403 representation during such appeal.

Employees represented by Local 4403 receiving a "Notice of Proposed or Recommended Disciplinary Action" shall have the right to Local 4403 representation if he/she so chooses. The City agrees to send copies of all disciplinary notices for represented employees to the Local via email.

In cases involving suspension, demotion, or discharge, the City Administrator shall appoint a hearing officer to conduct an administrative review hearing regarding the merits of the proposed discipline. The City Administrator may assign her/himself, a disinterested manager, or other person as hearing officer. Probationary new hires shall not be entitled to a hearing regarding the imposition of discipline. After the hearing, the Hearing Officer



may either affirm or modify the proposed disciplinary action. Notice of the determination of the Hearing Officer review shall be delivered to the employee and the Local 4403 in person, or via certified U.S. mail.

Nothing in this Article shall preclude an employee and the City Administrator from informal discussions and/or settlements prior to the date of the hearing.

- C. Appeals. Appeals from discipline and discharge of unit employees represented by this Association, shall be processed exclusively in accordance with this modified appeal procedure. The provisions of this Article apply only to employees represented by this Association and supersede any conflicting practices or provisions contained in the Personnel Policy Manual of the City of Guadalupe.

For the purpose of this MOU and as applied to Local 4403 represented employees only, if the employee is not satisfied with the written decision of the City Administrator in a disciplinary action, the employee or the Local 4403 may file an appeal pursuant to Article 53, Grievance, of this Memorandum of Understanding beginning at Step 4 of that Article.

## **ARTICLE 51. GRIEVANCE PROCEDURE**

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below;
- B. The purposes of this procedures are:
  - 1. To resolve grievances informally at the lowest level; and
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this MOU or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term "immediate supervisor" means the individual so designated by the Director of Public Safety who assigns, reviews, and directs the work of an employee at the first level.

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained

in the grievance procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

### STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days of the meeting, the immediate supervisor shall give his/her decision or response.

### STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
  - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
  - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later. An employee may be represented by a representative of his/her choice in this step and in every other remaining step in the grievance process.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the person designated by the Director of Public Safety as the first level of appeal. In the event the grieving employee is a firefighter or an engineer, the first level of appeal will be the Police Lieutenant. In the event the grieving employee is a captain, the first level of appeal person will be the Director of Public Safety. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, practice, procedure, or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and set a meeting to speak with the grievant. In the event that the grievance is not resolved following this meeting, a written decision shall be given to the grievant.

### STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may, within ten (10) calendar days of receipt of the decision, invoke the right to

have the grievance resolved through mediation utilizing the California State Mediation and Conciliation Service. The grievant and the City shall equally share the costs related to such mediation. Instead of requesting mediation, the grievant may request a meeting with the City Administrator. If requested, the parties will schedule this meeting as soon as practicable.

#### STEP 4

If the grievant is not satisfied by the mediation process in step 3, he/she may appeal the decision within ten (10) calendar days of the receipt of the decision to binding arbitration. The grievant and the City shall equally share the costs related to such binding arbitration regardless of the outcome. The parties may utilize the California State Mediation and Conciliation Service to obtain the services of an arbitrator or may agree upon an arbitrator in any other way.

The employee may be represented by a representative of his/her choice. The arbitrator shall render a decision and respond in writing within forty-five (45) calendar days of the receipt of the grievance.

#### **ARTICLE 52. UNION ACCESS TO WORK LOCATIONS**

- A. The City agrees that the authorized Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Director of Public Safety, when to the extent necessary.
- B. Local 4403 shall provide the Director of Public Safety with a list of all authorized Local 4403 representatives, and the group shall keep the list current.
- C. Upon notification and approval of the Director of Public Safety or his/her designee, an authorized local 4403 staff member is permitted to communicate with the employee(s) and/or Local 4403 representatives on official City time without said employee(s) and/or Local 4403 representative's loss of compensation. It is not the intent of this section to allow general Association meetings on city time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

#### **ARTICLE 53. UNION USE OF CITY FACILITIES**

- A. Local 4403 may, with prior approval of the Director of Public Safety, be granted the use of City facilities for meetings of Union members, provided space is available. No use fee will be charged.
- B. The City agrees to furnish bulletin board space of reasonable size for posting of Local 4403 materials.

#### **ARTICLE 54. UNION MEET AND CONFER REPRESENTATION**

There shall be no maximum on duty number of employees for meet and confer sessions with City representatives on City time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

#### **ARTICLE 55. NO STRIKE & NO LOCKOUT**

The Union agrees that during the term of the MOU, neither the Union nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The City agrees that it will not lockout any of its employees during the term of this MOU.

#### **ARTICLE 56. MOU IMPLEMENTATION**

Both parties agree that the terms of this MOU supersede provisions of all other practices, memoranda of understanding, resolutions, and rules of the City that conflict with provisions of this MOU.

#### **ARTICLE 57. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS**

All working conditions, including wages, hours, terms and conditions of employment, benefits, presently enjoyed by unit employees shall remain in full force and effect during the life of this MOU, unless modified by a subsequent Memorandum of Understanding.

#### **ARTICLE 58. SAVINGS CLAUSE**

Should any provision of this agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

#### **ARTICLE 59. EMERGENCY LEAVE**

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Director of Public Safety, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the City. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the City. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the City will not pay employee benefits; however, the employee may elect to maintain City medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the City Administrator.

#### **ARTICLE 60. OBLIGATION TO MEET AND WAIVER CLAUSE**

Except as otherwise expressly provided in this Agreement or, where the parties mutually agree to meet and confer on a matter, the City and the Local 4403 expressly waive and

relinquish the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether or not referred to in this Memorandum of Understanding during the life of this MOU.

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 4403**

**CITY OF GUADALUPE**

  
\_\_\_\_\_  
**Fernando Garcia, President**

  
\_\_\_\_\_  
**Ariston Julian, Mayor**

  
\_\_\_\_\_  
**Guadalupe Reyes, Vice-President**

  
\_\_\_\_\_  
**Todd Bodem,  
City Administrator**

**SALARY SCHEDULES**

**EXHIBITS 1 THRU 3**

City of Guadalupe  
IAFF Local 4403  
Effective **July 1, 2024** 10% COLA

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>L1</b>	<b>L2</b>	
120	14.726	15.462	16.235	17.047	17.900	18.795	19.734	
121	14.873	15.617	16.398	17.218	18.079	18.983	19.932	
122	15.022	15.773	16.562	17.390	18.259	19.172	20.131	
123	15.172	15.931	16.727	17.564	18.442	19.364	20.332	
124	15.324	16.090	16.895	17.739	18.626	19.558	20.536	
125	15.477	16.251	17.064	17.917	18.813	19.753	20.741	
126	15.632	16.414	17.234	18.096	19.001	19.951	20.948	
127	15.788	16.578	17.407	18.277	19.191	20.150	21.158	
128	15.946	16.744	17.581	18.460	19.383	20.352	21.369	
129	16.106	16.911	17.756	18.644	19.577	20.555	21.583	
130	16.267	17.080	17.934	18.831	19.772	20.761	21.799	
131	16.429	17.251	18.113	19.019	19.970	20.969	22.017	
132	16.594	17.423	18.295	19.209	20.170	21.178	22.237	
133	16.760	17.598	18.477	19.401	20.371	21.390	22.459	
134	16.927	17.774	18.662	19.595	20.575	21.604	22.684	
135	17.096	17.951	18.849	19.791	20.781	21.820	22.911	
136	17.267	18.131	19.037	19.989	20.989	22.038	23.140	
137	17.440	18.312	19.228	20.189	21.199	22.259	23.371	
138	17.615	18.495	19.420	20.391	21.411	22.481	23.605	
139	17.791	18.680	19.614	20.595	21.625	22.706	23.841	
140	17.969	18.867	19.810	20.801	21.841	22.933	24.080	
141	18.148	19.056	20.008	21.009	22.059	23.162	24.320	
142	18.330	19.246	20.209	21.219	22.280	23.394	24.564	
143	18.513	19.439	20.411	21.431	22.503	23.628	24.809	
144	18.698	19.633	20.615	21.645	22.728	23.864	25.057	
145	18.885	19.829	20.821	21.862	22.955	24.103	25.308	
146	19.074	20.028	21.029	22.081	23.185	24.344	25.561	
147	19.265	20.228	21.239	22.301	23.416	24.587	25.817	
148	19.457	20.430	21.452	22.524	23.651	24.833	26.075	
149	19.652	20.635	21.666	22.750	23.887	25.081	26.336	
150	19.848	20.841	21.883	22.977	24.126	25.332	26.599	
151	20.047	21.049	22.102	23.207	24.367	25.586	26.865	
152	20.247	21.260	22.323	23.439	24.611	25.841	27.133	
153	20.450	21.472	22.546	23.673	24.857	26.100	27.405	
154	20.654	21.687	22.771	23.910	25.106	26.361	27.679	
155	20.861	21.904	22.999	24.149	25.357	26.624	27.956	
156	21.070	22.123	23.229	24.391	25.610	26.891	28.235	
157	21.280	22.344	23.461	24.635	25.866	27.160	28.518	
158	21.493	22.568	23.696	24.881	26.125	27.431	28.803	
159	21.712	22.797	23.937	25.134	26.391	27.710	29.096	
160	21.929	23.025	24.177	25.385	26.655	27.988	29.387	
161	22.148	23.256	24.418	25.639	26.921	28.267	29.681	
162	22.370	23.488	24.663	25.896	27.191	28.550	29.978	
163	22.593	23.723	24.909	26.155	27.462	28.836	30.277	
164	22.819	23.960	25.158	26.416	27.737	29.124	30.580	
165	23.048	24.200	25.410	26.680	28.014	29.415	30.886	
166	23.278	24.442	25.664	26.947	28.295	29.709	31.195	
167	23.511	24.686	25.921	27.217	28.578	30.006	31.507	
168	23.746	24.933	26.180	27.489	28.863	30.306	31.822	
169	23.983	25.183	26.442	27.764	29.152	30.610	32.140	
170	24.223	25.434	26.706	28.041	29.443	30.916	32.461	
Jan-21 Engineer	171	24.465	25.689	26.973	28.322	29.738	31.225	32.786

City of Guadalupe  
IAFF Local 4403  
Effective **July 1, 2024** 10% COLA

Range	A	B	C	D	E	L1	L2	
172	24.710	25.946	27.243	28.605	30.035	31.537	33.114	
173	24.957	26.205	27.515	28.891	30.336	31.852	33.445	
174	25.207	26.467	27.790	29.180	30.639	32.171	33.779	
175	25.459	26.732	28.068	29.472	30.945	32.493	34.117	
176	25.713	26.999	28.349	29.766	31.255	32.818	34.458	
177	25.971	27.269	28.633	30.064	31.567	33.146	34.803	
178	26.230	27.542	28.919	30.365	31.883	33.477	35.151	
179	26.493	27.817	29.208	30.668	32.202	33.812	35.503	
180	26.757	28.095	29.500	30.975	32.524	34.150	35.858	
181	27.025	28.376	29.795	31.285	32.849	34.492	36.216	
182	27.295	28.660	30.093	31.598	33.178	34.836	36.578	
183	27.568	28.947	30.394	31.914	33.509	35.185	36.944	
Jan-21 Captain	184	27.844	29.236	30.698	32.233	33.844	35.537	37.314
185	28.122	29.528	31.005	32.555	34.183	35.892	37.687	
186	28.404	29.824	31.315	32.881	34.525	36.251	38.064	
187	28.688	30.122	31.628	33.210	34.870	36.613	38.444	
188	28.975	30.423	31.944	33.542	35.219	36.980	38.829	
189	29.264	30.727	32.264	33.877	35.571	37.349	39.217	
190	29.557	31.035	32.586	34.216	35.927	37.723	39.609	
191	29.852	31.345	32.912	34.558	36.286	38.100	40.005	
192	30.151	31.659	33.241	34.904	36.649	38.481	40.405	
193	30.453	31.975	33.574	35.253	37.015	38.866	40.809	
194	30.757	32.295	33.910	35.605	37.385	39.255	41.217	
195	31.065	32.618	34.249	35.961	37.759	39.647	41.630	
196	31.375	32.944	34.591	36.321	38.137	40.044	42.046	
197	31.689	33.273	34.937	36.684	38.518	40.444	42.466	
198	32.006	33.606	35.286	37.051	38.903	40.849	42.891	
199	32.326	33.942	35.639	37.421	39.292	41.257	43.320	
200	32.649	34.282	35.996	37.796	39.685	41.670	43.753	
201	32.976	34.624	36.356	38.173	40.082	42.086	44.191	
202	33.305	34.971	36.719	38.555	40.483	42.507	44.632	
203	33.639	35.320	37.086	38.941	40.888	42.932	45.079	
204	33.975	35.674	37.457	39.330	41.297	43.362	45.530	
205	34.315	36.030	37.832	39.723	41.710	43.795	45.985	
206	34.658	36.391	38.210	40.121	42.127	44.233	46.445	
207	35.004	36.755	38.592	40.522	42.548	44.675	46.909	
208	35.354	37.122	38.978	40.927	42.974	45.122	47.378	
209	35.708	37.493	39.368	41.336	43.403	45.573	47.852	
210	36.065	37.868	39.762	41.750	43.837	46.029	48.331	
211	36.426	38.247	40.159	42.167	44.276	46.489	48.814	
212	36.790	38.629	40.561	42.589	44.718	46.954	49.302	
213	37.158	39.016	40.967	43.015	45.166	47.424	49.795	
214	37.529	39.406	41.376	43.445	45.617	47.898	50.293	
215	37.905	39.800	41.790	43.879	46.073	48.377	50.796	
216	38.284	40.198	42.208	44.318	46.534	48.861	51.304	
217	38.667	40.600	42.630	44.761	46.999	49.349	51.817	
218	39.053	41.006	43.056	45.209	47.469	49.843	52.335	
219	39.444	41.416	43.487	45.661	47.944	50.341	52.858	
220	39.838	41.830	43.922	46.118	48.424	50.845	53.387	
221	40.237	42.248	44.361	46.579	48.908	51.353	53.921	
222	40.639	42.671	44.804	47.045	49.397	51.867	54.460	
223	41.045	43.098	45.253	47.515	49.891	52.385	55.005	
224	41.456	43.529	45.705	47.990	50.390	52.909	55.555	
225	41.870	43.964	46.162	48.470	50.894	53.438	56.110	



City of Guadalupe  
IAFF Local 4403  
Effective **July 1, 2024** 10% COLA

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>L1</b>	<b>L2</b>
226	42.289	44.404	46.624	48.955	51.403	53.973	56.671
227	42.712	44.848	47.090	49.444	51.917	54.513	57.238
228	43.139	45.296	47.561	49.939	52.436	55.058	57.811
229	43.570	45.749	48.036	50.438	52.960	55.608	58.389
230	44.006	46.207	48.517	50.943	53.490	56.164	58.973

City of Guadalupe  
IAFF Local 4403  
Effective **July 1, 2025** 8% COLA

Range	A	B	C	D	E	L1	L2
120	15.904	16.699	17.534	18.411	19.332	20.298	21.313
121	16.063	16.866	17.710	18.595	19.525	20.501	21.526
122	16.224	17.035	17.887	18.781	19.720	20.706	21.741
123	16.386	17.205	18.066	18.969	19.917	20.913	21.959
124	16.550	17.377	18.246	19.159	20.117	21.122	22.178
125	16.715	17.551	18.429	19.350	20.318	21.334	22.400
126	16.883	17.727	18.613	19.544	20.521	21.547	22.624
127	17.051	17.904	18.799	19.739	20.726	21.762	22.850
128	17.222	18.083	18.987	19.936	20.933	21.980	23.079
129	17.394	18.264	19.177	20.136	21.143	22.200	23.310
130	17.568	18.446	19.369	20.337	21.354	22.422	23.543
131	17.744	18.631	19.562	20.541	21.568	22.646	23.778
132	17.921	18.817	19.758	20.746	21.783	22.872	24.016
133	18.100	19.005	19.956	20.953	22.001	23.101	24.256
134	18.281	19.195	20.155	21.163	22.221	23.332	24.499
135	18.464	19.387	20.357	21.375	22.443	23.566	24.744
136	18.649	19.581	20.560	21.588	22.668	23.801	24.991
137	18.835	19.777	20.766	21.804	22.894	24.039	25.241
138	19.024	19.975	20.974	22.022	23.123	24.280	25.494
139	19.214	20.175	21.183	22.243	23.355	24.522	25.748
140	19.406	20.376	21.395	22.465	23.588	24.768	26.006
141	19.600	20.580	21.609	22.690	23.824	25.015	26.266
142	19.796	20.786	21.825	22.916	24.062	25.265	26.529
143	19.994	20.994	22.043	23.146	24.303	25.518	26.794
144	20.194	21.204	22.264	23.377	24.546	25.773	27.062
145	20.396	21.416	22.487	23.611	24.791	26.031	27.333
146	20.600	21.630	22.711	23.847	25.039	26.291	27.606
147	20.806	21.846	22.939	24.085	25.290	26.554	27.882
148	21.014	22.065	23.168	24.326	25.543	26.820	28.161
149	21.224	22.285	23.400	24.570	25.798	27.088	28.442
150	21.436	22.508	23.634	24.815	26.056	27.359	28.727
151	21.651	22.733	23.870	25.063	26.317	27.632	29.014
152	21.867	22.961	24.109	25.314	26.580	27.909	29.304
153	22.086	23.190	24.350	25.567	26.846	28.188	29.597
154	22.307	23.422	24.593	25.823	27.114	28.470	29.893
155	22.530	23.656	24.839	26.081	27.385	28.754	30.192
156	22.755	23.893	25.088	26.342	27.659	29.042	30.494
157	22.983	24.132	25.338	26.605	27.936	29.332	30.799
158	23.213	24.373	25.592	26.871	28.215	29.626	31.107
159	23.449	24.621	25.852	27.145	28.502	29.927	31.424
160	23.683	24.867	26.111	27.416	28.787	30.227	31.738
161	23.920	25.116	26.372	27.690	29.075	30.529	32.055
162	24.159	25.367	26.636	27.967	29.366	30.834	32.376
163	24.401	25.621	26.902	28.247	29.659	31.142	32.700
164	24.645	25.877	27.171	28.530	29.956	31.454	33.027
165	24.891	26.136	27.443	28.815	30.256	31.768	33.357
166	25.140	26.397	27.717	29.103	30.558	32.086	33.690
167	25.392	26.661	27.994	29.394	30.864	32.407	34.027
168	25.646	26.928	28.274	29.688	31.172	32.731	34.368
169	25.902	27.197	28.557	29.985	31.484	33.058	34.711
170	26.161	27.469	28.843	30.285	31.799	33.389	35.058
Jan-21 Engineer 171	26.423	27.744	29.131	30.588	32.117	33.723	35.409

City of Guadalupe  
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Range	A	B	C	D	E	L1	L2
172	26.687	28.021	29.422	30.893	32.438	34.060	35.763
173	26.954	28.301	29.717	31.202	32.762	34.401	36.121
174	27.223	28.584	30.014	31.514	33.090	34.745	36.482
175	27.496	28.870	30.314	31.830	33.421	35.092	36.847
176	27.770	29.159	30.617	32.148	33.755	35.443	37.215
177	28.048	29.451	30.923	32.469	34.093	35.797	37.587
178	28.329	29.745	31.232	32.794	34.434	36.155	37.963
179	28.612	30.043	31.545	33.122	34.778	36.517	38.343
180	28.898	30.343	31.860	33.453	35.126	36.882	38.726
181	29.187	30.646	32.179	33.788	35.477	37.251	39.113
182	29.479	30.953	32.501	34.126	35.832	37.623	39.505
183	29.774	31.262	32.826	34.467	36.190	38.000	39.900
Jan-21 Captain 184	30.071	31.575	33.154	34.811	36.552	38.380	40.299
185	30.372	31.891	33.485	35.160	36.918	38.763	40.702
186	30.676	32.210	33.820	35.511	37.287	39.151	41.109
187	30.983	32.532	34.158	35.866	37.660	39.543	41.520
188	31.292	32.857	34.500	36.225	38.036	39.938	41.935
189	31.605	33.186	34.845	36.587	38.417	40.337	42.354
190	31.921	33.518	35.193	36.953	38.801	40.741	42.778
191	32.241	33.853	35.545	37.323	39.189	41.148	43.206
192	32.563	34.191	35.901	37.696	39.581	41.560	43.638
193	32.889	34.533	36.260	38.073	39.976	41.975	44.074
194	33.218	34.878	36.622	38.454	40.376	42.395	44.515
195	33.550	35.227	36.989	38.838	40.780	42.819	44.960
196	33.885	35.580	37.359	39.226	41.188	43.247	45.409
197	34.224	35.935	37.732	39.619	41.600	43.680	45.864
198	34.566	36.295	38.109	40.015	42.016	44.116	46.322
199	34.912	36.658	38.491	40.415	42.436	44.558	46.785
200	35.261	37.024	38.875	40.819	42.860	45.003	47.253
201	35.614	37.394	39.264	41.227	43.289	45.453	47.726
202	35.970	37.768	39.657	41.640	43.722	45.908	48.203
203	36.330	38.146	40.053	42.056	44.159	46.367	48.685
204	36.693	38.528	40.454	42.477	44.600	46.830	49.172
205	37.060	38.913	40.858	42.901	45.046	47.299	49.664
206	37.430	39.302	41.267	43.330	45.497	47.772	50.160
207	37.805	39.695	41.680	43.764	45.952	48.249	50.662
208	38.183	40.092	42.096	44.201	46.411	48.732	51.169
209	38.565	40.493	42.517	44.643	46.875	49.219	51.680
210	38.950	40.898	42.943	45.090	47.344	49.711	52.197
211	39.340	41.307	43.372	45.541	47.818	50.209	52.719
212	39.733	41.720	43.806	45.996	48.296	50.711	53.246
213	40.130	42.137	44.244	46.456	48.779	51.218	53.779
214	40.532	42.558	44.686	46.921	49.267	51.730	54.316
215	40.937	42.984	45.133	47.390	49.759	52.247	54.860
216	41.346	43.414	45.584	47.864	50.257	52.770	55.408
217	41.760	43.848	46.040	48.342	50.759	53.297	55.962
218	42.178	44.286	46.501	48.826	51.267	53.830	56.522
219	42.599	44.729	46.966	49.314	51.780	54.369	57.087
220	43.025	45.177	47.435	49.807	52.298	54.912	57.658
221	43.456	45.628	47.910	50.305	52.820	55.462	58.235
222	43.890	46.085	48.389	50.808	53.349	56.016	58.817
223	44.329	46.545	48.873	51.316	53.882	56.576	59.405
224	44.772	47.011	49.361	51.830	54.421	57.142	59.999
225	45.220	47.481	49.855	52.348	54.965	57.713	60.599
226	45.672	47.956	50.354	52.871	55.515	58.291	61.205

City of Guadalupe  
IAFF Local 4403  
Effective **July 1, 2025** 8% COLA

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>L1</b>	<b>L2</b>
227	46.129	48.435	50.857	53.400	56.070	58.874	61.817
228	46.590	48.920	51.366	53.934	56.631	59.462	62.435
229	47.056	49.409	51.879	54.473	57.197	60.057	63.060
230	47.527	49.903	52.398	55.018	57.769	60.657	63.690

**City of Guadalupe**  
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Range	A	B	C	D	E	L1	L2
120	17.176	18.035	18.937	19.884	20.878	21.922	23.018
121	17.348	18.216	19.126	20.083	21.087	22.141	23.248
122	17.522	18.398	19.318	20.284	21.298	22.363	23.481
123	17.697	18.582	19.511	20.486	21.511	22.586	23.716
124	17.874	18.768	19.706	20.691	21.726	22.812	23.953
125	18.053	18.955	19.903	20.898	21.943	23.040	24.192
126	18.233	19.145	20.102	21.107	22.163	23.271	24.434
127	18.415	19.336	20.303	21.318	22.384	23.503	24.679
128	18.600	19.530	20.506	21.531	22.608	23.738	24.925
129	18.786	19.725	20.711	21.747	22.834	23.976	25.175
130	18.973	19.922	20.918	21.964	23.062	24.216	25.426
131	19.163	20.121	21.127	22.184	23.293	24.458	25.681
132	19.355	20.323	21.339	22.406	23.526	24.702	25.937
133	19.548	20.526	21.552	22.630	23.761	24.949	26.197
134	19.744	20.731	21.768	22.856	23.999	25.199	26.459
135	19.941	20.938	21.985	23.085	24.239	25.451	26.723
136	20.141	21.148	22.205	23.315	24.481	25.705	26.991
137	20.342	21.359	22.427	23.549	24.726	25.962	27.260
138	20.546	21.573	22.651	23.784	24.973	26.222	27.533
139	20.751	21.789	22.878	24.022	25.223	26.484	27.808
140	20.959	22.006	23.107	24.262	25.475	26.749	28.086
141	21.168	22.227	23.338	24.505	25.730	27.016	28.367
142	21.380	22.449	23.571	24.750	25.987	27.287	28.651
143	21.594	22.673	23.807	24.997	26.247	27.560	28.937
144	21.810	22.900	24.045	25.247	26.510	27.835	29.227
145	22.028	23.129	24.285	25.500	26.775	28.113	29.519
146	22.248	23.360	24.528	25.755	27.042	28.395	29.814
147	22.470	23.594	24.774	26.012	27.313	28.679	30.112
148	22.695	23.830	25.021	26.272	27.586	28.965	30.414
149	22.922	24.068	25.272	26.535	27.862	29.255	30.718
150	23.151	24.309	25.524	26.800	28.141	29.548	31.025
151	23.383	24.552	25.780	27.068	28.422	29.843	31.335
152	23.617	24.797	26.037	27.339	28.706	30.141	31.649
153	23.853	25.045	26.298	27.613	28.993	30.443	31.965
154	24.091	25.296	26.561	27.889	29.283	30.747	32.285
155	24.332	25.549	26.826	28.168	29.576	31.055	32.607
156	24.576	25.804	27.095	28.449	29.872	31.365	32.934
157	24.821	26.062	27.365	28.734	30.170	31.679	33.263
158	25.070	26.323	27.639	29.021	30.472	31.996	33.596
159	25.325	26.591	27.920	29.316	30.782	32.321	33.937
160	25.578	26.857	28.200	29.610	31.090	32.645	34.277
161	25.834	27.125	28.482	29.906	31.401	32.971	34.620
162	26.092	27.397	28.766	30.205	31.715	33.301	34.966
163	26.353	27.671	29.054	30.507	32.032	33.634	35.315
164	26.616	27.947	29.345	30.812	32.353	33.970	35.669
165	26.883	28.227	29.638	31.120	32.676	34.310	36.025
166	27.151	28.509	29.934	31.431	33.003	34.653	36.386
167	27.423	28.794	30.234	31.746	33.333	34.999	36.749
168	27.697	29.082	30.536	32.063	33.666	35.349	37.117
169	27.974	29.373	30.842	32.384	34.003	35.703	37.488
170	28.254	29.667	31.150	32.707	34.343	36.060	37.863
Jan-21 Engineer 171	28.536	29.963	31.461	33.035	34.686	36.421	38.242

**City of Guadalupe**  
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Range	A	B	C	D	E	L1	L2	
172	28.822	30.263	31.776	33.365	35.033	36.785	38.624	
173	29.110	30.566	32.094	33.699	35.383	37.153	39.010	
174	29.401	30.871	32.415	34.036	35.737	37.524	39.400	
175	29.695	31.180	32.739	34.376	36.095	37.899	39.794	
176	29.992	31.492	33.066	34.720	36.456	38.278	40.192	
177	30.292	31.807	33.397	35.067	36.820	38.661	40.594	
178	30.595	32.125	33.731	35.417	37.188	39.048	41.000	
179	30.901	32.446	34.068	35.772	37.560	39.438	41.410	
180	31.210	32.770	34.409	36.129	37.936	39.833	41.824	
181	31.522	33.098	34.753	36.491	38.315	40.231	42.243	
182	31.837	33.429	35.101	36.856	38.698	40.633	42.665	
183	32.156	33.763	35.452	37.224	39.085	41.040	43.092	
Jan-21 Captain	184	32.477	34.101	35.806	37.596	39.476	41.450	43.523
185	32.802	34.442	36.164	37.972	39.871	41.865	43.958	
186	33.130	34.786	36.526	38.352	40.270	42.283	44.397	
187	33.461	35.134	36.891	38.736	40.672	42.706	44.841	
188	33.796	35.486	37.260	39.123	41.079	43.133	45.290	
189	34.134	35.841	37.633	39.514	41.490	43.564	45.743	
190	34.475	36.199	38.009	39.909	41.905	44.000	46.200	
191	34.820	36.561	38.389	40.308	42.324	44.440	46.662	
192	35.168	36.927	38.773	40.711	42.747	44.884	47.129	
193	35.520	37.296	39.161	41.119	43.175	45.333	47.600	
194	35.875	37.669	39.552	41.530	43.606	45.787	48.076	
195	36.234	38.045	39.948	41.945	44.042	46.244	48.557	
196	36.596	38.426	40.347	42.365	44.483	46.707	49.042	
197	36.962	38.810	40.751	42.788	44.928	47.174	49.533	
198	37.332	39.198	41.158	43.216	45.377	47.646	50.028	
199	37.705	39.590	41.570	43.648	45.831	48.122	50.528	
200	38.082	39.986	41.985	44.085	46.289	48.603	51.034	
201	38.463	40.386	42.405	44.526	46.752	49.089	51.544	
202	38.847	40.790	42.829	44.971	47.219	49.580	52.059	
203	39.236	41.198	43.258	45.421	47.692	50.076	52.580	
204	39.628	41.610	43.690	45.875	48.168	50.577	53.106	
205	40.025	42.026	44.127	46.333	48.650	51.083	53.637	
206	40.425	42.446	44.568	46.797	49.137	51.593	54.173	
207	40.829	42.871	45.014	47.265	49.628	52.109	54.715	
208	41.237	43.299	45.464	47.737	50.124	52.631	55.262	
209	41.650	43.732	45.919	48.215	50.626	53.157	55.815	
210	42.066	44.170	46.378	48.697	51.132	53.688	56.373	
211	42.487	44.611	46.842	49.184	51.643	54.225	56.937	
212	42.912	45.057	47.310	49.676	52.160	54.768	57.506	
213	43.341	45.508	47.783	50.173	52.681	55.315	58.081	
214	43.774	45.963	48.261	50.674	53.208	55.868	58.662	
215	44.212	46.423	48.744	51.181	53.740	56.427	59.248	
216	44.654	46.887	49.231	51.693	54.277	56.991	59.841	
217	45.101	47.356	49.724	52.210	54.820	57.561	60.439	
218	45.552	47.829	50.221	52.732	55.368	58.137	61.044	
219	46.007	48.308	50.723	53.259	55.922	58.718	61.654	
220	46.467	48.791	51.230	53.792	56.481	59.305	62.271	
221	46.932	49.279	51.743	54.330	57.046	59.898	62.893	
222	47.401	49.771	52.260	54.873	57.617	60.497	63.522	
223	47.875	50.269	52.783	55.422	58.193	61.102	64.158	
224	48.354	50.772	53.310	55.976	58.775	61.713	64.799	
225	48.838	51.279	53.843	56.536	59.362	62.331	65.447	
226	49.326	51.792	54.382	57.101	59.956	62.954	66.102	

**City of Guadalupe**  
**IAFF Local 4403**  
Effective **July 1, 2026** 8% COLA

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>L1</b>	<b>L2</b>
227	49.819	52.310	54.926	57.672	60.556	63.583	66.763
228	50.317	52.833	55.475	58.249	61.161	64.219	67.430
229	50.821	53.362	56.030	58.831	61.773	64.861	68.104
230	51.329	53.895	56.590	59.420	62.391	65.510	68.786