

MEMORANDUM OF UNDERSTANDING

between the

City of Hollister

and the

HOLLISTER FIREFIGHTERS UNION (H.F.F.U.) – LOCAL 3395

July 1, 2021 – June 30, 2024

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Article 1. Preamble

This Memorandum of Understanding is entered into by the City of Hollister, hereinafter referred to as "City", and the Hollister Firefighters Union, hereinafter referred to as "Union". This Memorandum of Understanding hereinafter referred to as "M.O.U.", is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act and the Employer-Employee Relations Resolution of the City of Hollister.

Article 2. No Discrimination

The City and the Union will cooperate in pursuing a policy of no discrimination of affirmative action. Any management established City advisory employee committee relating to affirmative action shall provide for Union representation on said committee. The City and Union further agree that no person employed by, or applying for employment, shall be discriminated against because of race, religion, creed, political affiliations, color, national origin, ancestry, age, or sex, unless defined as a bona-fide occupation qualification as defined by Federal or State law. The employer also agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union. Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the grievant would not have occurred.

Article 3. Recognition

Pursuant to Section 3500-3510 of the Government Code, the City certifies the Union as the recognized employee organization for a unit including the classifications of Battalion Chief, Fire Captain, Fire Engineer, Firefighter and any other classes assigned to the Fire Department except clerical and management.

Article 4. Maintenance of Benefits

The articles included in this agreement constitute a full and complete agreement with the City and Union on all matters within the scope of representation for the period stated in Article 19. Term. All present resolutions, ordinances, rules and regulations, practices and policies covering matters within the scope of representation will continue in force and effect during said period without change, except to conform to the terms of this M.O.U., subject to meet and confer. Notice of any matter proposed to be changed will be provided to the Union in a timely fashion.

Article 5. Salary and Special Compensation

A. Salary Adjustments

Effective the first full pay period on or after July 1, 2021, City shall apply a three and three quarter percent (3.75%) across-the board increase to the base salary of all classifications.

Cost of Living Adjustment

A Cost of Living Adjustment (COLA) shall be applied to all unit classifications effective the first full pay period on or after July 1, 2022 and July 1, 2023. The COLA shall be applied by the

following method:

The COLA shall be determined annually, based on increases in April's Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area (CPI-U), using base period 2021-2022 and 2022-2023. The ratio is calculated and rounded to the nearest one-half percent (0.5%) with an annual maximum COLA of 3.5%.

B. Fire Engineer Salary Separation

Effective the pay period beginning January 29, 2022, the City shall implement a salary differential increase between classifications from ten percent (10%) to twelve and a half percent (12.5%). The twelve and a half percent (12.5%) salary differential shall be maintained between all ranks beginning at Firefighter.

Also, effective the first full pay period on or after July 1, 2023, the City shall implement a salary differential increase between classifications from twelve and a half percent (12.5%) to fifteen percent (15%). The fifteen percent (15%) salary differential shall be maintained between all ranks beginning at Firefighter.

C. Deferred Compensation Plan

The City shall continue, during the term of this M.O.U., to provide a voluntary deferred compensation plan for all employees of this unit.

D. Longevity Pay

Effective 6/30/21, all members in the bargaining unit, who complete the following specified consecutive years of service prior to or after 6/30/21, shall be paid the following: Longevity Pay will be payable as part of the employee's bi-weekly payroll.

Number of Consecutive Years	Longevity Pay
10-14 years	Three percent (3%) of base salary
15-19 years	Six percent (6%) of base salary
20 or more years	Nine percent (9%) of base salary

E. Retirement

1. Contribution

Tier 1

- a. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Fire CalPERS "3% @ age 50" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

Tier 2

- b. Effective the first full pay period after the execution of the MOU, and the City's subsequent adoption of the Resolution changing the CalPERS Retirement Employee Contribution Rate, all unit employees under the Public Safety - Fire CalPERS "3% @ age 55" Retirement Benefit Plan shall pay nine percent (9%) of their Compensation as part of the Employees' contribution.

Tier 3

- c. Effective on or after January 1, 2013, all new employees hired on or after January 1, 2013, and who are defined as a "new member" under the Public Employee Pension Reform Act of 2013 (PEPRA), AB 340 shall pay the employee contribution rate as established by State of California law.

2. Survivor's Death Benefit

- a. The City agrees to continue the CalPERS Fourth Level Survivor Death Benefit for all eligible unit members. The City agrees to pay the employer rate contribution. The employee agrees to pay the member rate contribution.

3. Modifications

- a. The City agrees not to make any other modifications in the current CalPERS contract without a vote of all affected employees.

F. Overtime

An employee authorized or required to work overtime in excess of the assigned scheduled shift shall be compensated at the additional rate of time and one-half.

- 1. Unit members may accrue up to a maximum of four-hundred eighty (480) hours of compensatory time.

G. Call Back Pay

Any employee who is called back for work from an off duty status shall be compensated with a minimum of three (3) hours overtime for the time worked at the rate of time and one-half.

H. Bilingual Skills Pay

Employees who perform technical bilingual skills (reading, writing and oral translation) for the benefit of the City on a regular and ongoing basis and who successfully pass a City-administered proficiency test shall receive an allowance based on the level(s) of bilingual competency listed below.

Level I – Oral Translation

For employees who demonstrate the ability to communicate effectively by way of successfully passing the oral proficiency test, shall receive an allowance of one hundred seventy-five dollars (\$175.00) per month. Employees who become eligible for Level I will be required to serve as

an oral translator on a regular and on-going basis, per the City's needs.

Level II – Written Translation

For employees who successfully pass the written proficiency test, shall receive an additional amount of one hundred and twenty-five dollars (\$125.00) per month. Each department within the City will be allowed 3 positions of level 2 bilingual services. If a department's need for bilingual services becomes greater than the allotted 3 positions, the department head may request to increase its bilingual services pending City Managers approval.

Employees who become eligible for Level II will be required to serve as an oral translator and/or provide written translation in the course of the employee's duties on a regular and on-going basis, per the City's needs. These employees may be called upon by other departments on an as need basis.

Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of city residents (i.e. City mailers, informational brochures, inserts in city utility billings, social medial, public notices, and any additional documents as needed.) Employees, who are currently receiving Level I Bilingual Allowance, will not be required to retest in order to continue receiving the monthly allowance.

I. Working Out Of Class Pay

Unit employees may be assigned by management to fill a position of Fire Engineer, Fire Captain or a management position outside the unit and when so assigned shall be compensated as such. The compensation shall be at the bottom step of the acting position so assigned, but with a minimum five percent (5.0%) increase. Work out of class pay shall begin after the employee has been assigned and worked five (5) cumulative shifts in the higher classification. The City will fill any vacancies from promotional lists within a 180 day period, with the exception of vacancies created by Worker's Compensation or leaves of absence.

J. Holiday Compensation

Each member of the bargaining unit, who is assigned to a 24-hour shift schedule, shall be entitled to compensation equivalent to nine (9) scheduled working shifts in lieu of fixed holidays for each full year of service. For new employees, the amounts shall be prorated on the basis of eighteen (18) hours per month. This pro-rata formula shall also apply to separating employees. This entitlement shall be compensated in the following way:

1. Nine (9) working shifts, or the prorated amount as provided for above, shall be credited at the beginning of each fiscal year to employees who are in a fully paid status during that year. Such employees may request that any of these nine (9) shifts be granted as compensated time off.
2. Twice during the fiscal year an employee may request a cash payment of Compensatory Time Off (CTO), at straight time, in lieu of time off. Requests for cash payment shall be paid on the first pay day which

follows June 1st and December 1st of each year. This payment will be made in the regular payroll check issued for that pay period.

3. Any shift hours that have not been used as CTO or paid in that fiscal year, shall be paid at the end of the fiscal year at straight time. Such hours shall not be carried over to the following fiscal year. This payment will be made in the regular payroll check issued for that pay period.

K. Promotions

Employees promoting shall receive a salary increase equivalent to one (1) step (approximately five (5.0%) percent) or movement into the new salary range, whichever is greater.

L. Compensatory Time Conversion to Cash

Employees may convert accumulated compensatory time to cash as follows:

- a. Twice during the fiscal year an employee may request a cash payment of accumulated Compensatory Time Off (CTO).
- b. Requests for payment must be made in writing to the Finance Department at least thirty (30) days in advance of June 1st and December 1st of each year.
- c. Cash payment of CTO shall be paid on the first full pay period which follows June 1st and December 1st of each year.
- d. Upon separation of service from the City.

Article 6. Insurance

A. CalPERS Medical

1. Retiree Insurance Benefit

The City shall pay two hundred dollars (\$200) per month toward medical insurance for unit retirees that have earned a regular CalPERS service retirement after twenty (20) consecutive years of service or more to the City of Hollister. This benefit will be paid in addition to the required CalPERS medical supplement until the retiree is Medicare eligible at which time the benefit will cease.

2. Description

The City of Hollister Flexible Benefits Plan/Cafeteria Plan (hereinafter "Plan") is available to full-time employees (hereinafter "Employees"). There will be three participation levels as referenced under Section [E]. Optional benefits are listed below. Once an election is made, it will remain in force until the next open enrollment period. A Third Party Administrator (T.P.A.) fee will be paid by the employees that participate in the Plan.

B. Health Insurance Options

The City shall provide employees with the choice of participating in the Public

Employees' Medical and Hospital Care Act (PEMHCA) program offered by CALPERS.

C. IRS Code Section 125 Flexible Benefits/Cafeteria Plan

1. The City shall provide for unit members an IRS Code Section 125 Flexible Benefits/Cafeteria Plan in accordance with all applicable state and federal laws and regulations.
2. The City shall contribute towards the PEMHCA medical, dental and vision care plan amounts allocated in accordance with the City's IRS Code Section 125 Flexible Benefits/Cafeteria Plan as specified below.
3. The City shall allocate specified amounts of "Flex Credits" to the employee's flexible benefit account. These amounts shall consist of the following:
 - A. The City will contribute the following dollar amount towards medical insurance, based on PEMHCA's Platinum Plan for Calendar year 2022.
 - B. For Calendar Year 2023, the City will increase its contribution by the actual increase or an amount not to exceed 10%.
 - C. An amount equivalent to the City's contribution towards dental insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
 - D. An amount equivalent to the City's contribution towards vision insurance. The required contribution for employees electing dependent coverage in accordance with Section [E] below shall be excluded from this total.
4. In the event that surplus Flex Credits are available, all Association Employees shall have the option to allocate such Flex Credits to one or more of the following:
 - A. Union Employees' Flexible Spending Account.
 - B. Roth Individual Retirement Account (IRA).
 - C. ICMA or City-authorized 457 Deferred Compensation Plan.

If an Association Employee's residual "Flex Credits" are reduced, the employee will have the responsibility to pay the contribution no longer covered by the Surplus Flex Credits.

5. Employees who waive either dental and/or vision coverage shall have the option to apply available flex credits towards the cost of any optional premium listed in the respective sections below. The cost of the optional premium not covered by available flex credits shall remain the employee's responsibility.
6. Employees who elect to waive any or all health coverage shall be subject to the terms and provisions described under Section [J] below.

D. Terms for Health Care Participation

Participation and coverage in the medical, dental, and vision care plans shall be in accordance with the terms and conditions of the insurance carrier.

E. Health Care Contributions**1. Employee-only Premium**

The City shall contribute towards the medical, dental, and vision insurance plans an amount equal to the employee-only premium at the time of adoption of this M.O.U. for each member of the unit Calendar Year 2022. The employee-only premium for medical insurance shall be based on plus the current PORAC monthly membership in accordance with Section [C] above. .

2. Employee Option for Dependent Coverage

Starting Calendar Year 2022, for those employees who elect the option for dependent coverage for medical, dental, and vision insurance plans, the City shall contribute monthly amounts equal to the employee plus one and employee plus family toward such dependent coverage in accordance with Section [C] above plus the current PORAC monthly membership. This section does not affect the current coverage for Calendar Year 2021.

F. Vision Insurance

The City shall provide a vision care insurance plan which is available to eligible unit members and qualified dependents during the term of this M.O.U.

The City shall offer vision care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

G. Dental Insurance

The City shall offer dental care insurance for employees and qualified dependents as a pre-tax flexible benefit option. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier.

H. Life Insurance

The City shall continue to provide term life insurance, at its cost, through the CSFA Plan 2 for each member of the unit for the term of this M.O.U.

I. Long Term Disability Insurance

1. The City agrees to pay the premiums for the California State Firefighters association (CSFA) Long Term Disability insurance plan for each represented member of the unit for the term of this M.O.U.

J. Health Insurance Opt-out Waiver Cash Incentive Option

1. Employees within this bargaining unit who elect not to participate in the City's health care insurance program will be compensated in an amount as follows:

\$535	Employee Only
\$1,075	Employee plus one
\$1,380	Employee plus family

The compensation will be based on the employer's contribution towards the premiums for the City's health plan at the level in which the employee was participating (employee only, employee plus one dependent, employee plus two or more dependents) at the time of waiving City insurance coverage in accordance with Section [3] below. This cash amount will be paid as part of the employee's bi-weekly payroll.

2. Employees within this bargaining unit shall be eligible to elect not to participate in the City's health care program only after participating under the same level of the City's health care insurance plan for a minimum period of one year immediately preceding the election.
3. Employees within this bargaining unit electing not to participate in the City's health care insurance program must annually provide proof of medical insurance coverage in order to maintain payment under this waiver option.
4. In addition to the coverage options specified under Article 6. Insurance of the Memorandum of Understanding between the City of Hollister and Hollister Firefighters Union, the following optional health benefits shall be available to the employees of this bargaining unit.

K. Optional Health Benefits

Employees that have elected to participate in a City offered medical plan can also elect to participate in the optional benefits. If the employee has any surplus flex credits after making all elections required to participate in the medical insurance, the employee can use that surplus toward optional qualified insurance benefits or one or both of the pre-tax spending accounts. Employees that wish to participate in the optional benefits plan, but do not have any surplus credits, can elect to have pre-tax payroll deductions in an amount to cover the cost of their elections.

Employees may pay the premiums for the following benefits on a voluntary basis:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Group Term Insurance up to \$50,000 for Employees only
- Accidental Death and Dismemberment Insurance
- Short Term Disability
- Cancer Insurance
- Supplemental Health Insurance
- Accidental Only Insurance
- Intensive Care Insurance

L. Flexible Spending Accounts (FSA's)

The City agrees to establish a pre-tax dependent care reimbursement account up to the maximum reimbursement allowed by law.

The City agrees to establish a pre-tax medical reimbursement account, up to two thousand five hundred dollars (\$2,500) per year per employee.

M. Voluntary Life Insurance

The City shall offer a voluntary supplemental life insurance plan through the flexible benefits plan for pre-tax contributions by the employees. Participation and coverage shall be in accordance with the terms and conditions of the insurance carrier. Employees may also elect pre-tax payroll deductions to support other City sponsored voluntary supplemental insurance benefits.

N. Miscellaneous

The City of Hollister does not allow the employee to take the surplus credits in taxable cash.

For employees who elect not to participate in the group medical coverage offered by the City, the City will provide dental and vision coverage for the employee and his/her dependents at no cost to the employee.

Article 7. Career Incentive Program

Unit members may qualify for and receive additional compensation based on and subject to the following requirements and procedures:

A. Career Incentive Program

1. Unit members shall be eligible for additional compensation of \$100 per month upon successful completion of probation as a Hollister Firefighter and upon successful completion of ten (10) semester units or 200 hours in Fire Science Curriculum or some equivalent job-related program in an approved class, lecture, seminar, etc. Units or instruction in the Hazardous Materials Program and/or the Emergency Medical Technician Program, shall not be qualifying under this program.
2. Upon attainment of the \$100 per month Career Incentive Program Premium, a unit member shall be required to successfully complete three (3) units in the fire science curriculum or sixty (60) hours of instruction in an approved class, lecture, seminar, etc. within every 24 month period following the date they initially qualified for the additional \$100 per month compensation in order to continue to receive the additional \$100 per month.

B. Specialty Incentive Program

1. Employees described above, who successfully completed probation as a Hollister Firefighter and who successfully completed the Hazardous Materials Technician/Specialist program, shall receive \$100 per month for such time as they hold and maintain the Hazardous Materials Technician/Specialist Certification on a current basis and actually perform the duties.
2. EMT pay of \$170 per month will be converted to a percentage and added to the base salary

Article 8. Job Related Disabilities And The Americans With Disabilities Act

A. Job Related Disabilities

City agrees to comply with the Labor Code of the State of California for employees within this unit deemed disabled or temporarily disabled as a result and because of such job related injury which requires them to be absent from active City service.

B. Americans with Disabilities Act

The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of the accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. The parties agree that such accommodation relating to ADA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City. Prior to taking action, the City shall notice the Union of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Association opportunity for input. Actions taken by the City under this Article shall not be subject to the grievance procedure.

Article 9. Uniform Allowance and Safety Equipment

A. Uniform Allowance

1. New employees represented by this unit, shall be provided an initial uniform clothing issue of three (3) shirts, three (3) pairs of pants, one (1) belt, one (1) jacket, one (1) name tag, and one (1) pair of CAL-OSHA approved steel-toed boots.
2. The City agrees to provide each represented employee of the unit with a uniform allowance of eight hundred fifty dollars (\$850) annually. This clothing allowance shall be paid in twenty-four (24) equal installments. Clothing damaged in the line of duty shall be repaired or replaced at City expense. Replacement shall be done on the basis of depreciation subject to

City and employee expense. If agreement cannot be reached between City and the employee on value, a third party shall be used to determine depreciation of any garments.

3. The purchase of Class [A] Dress Uniforms shall be at the unit member's sole expense.

B. Safety Equipment

The City agrees to continue to provide all necessary protective clothing; CAL-OSHA approved steel-toed boots, safety equipment and devices for represented members of this unit. In addition, the City shall comply with all applicable State laws regarding damage and loss of uniforms and/or personal equipment.

Article 10. Grievance Procedure

This grievance procedure shall be the sole and exclusive procedure for resolving grievances filed by employees covered by the M.O.U.

A. Definition

A grievance is a claimed violation, misapplication or misinterpretation of a specific provision of this agreement which adversely affects the grievant.

B. Stale Grievance

A grievance shall be void unless filed in writing within fifteen (15) calendar days from the date upon which the City is alleged to have misinterpreted or misapplied this agreement, or with fifteen (15) calendar days from the time an employee might reasonably have been expected to have learned of the alleged misinterpretation or misapplication. Such discovery period shall not exceed 180 days regardless of the date of discovery. In no event shall a grievance include a claim for money relief for more than the fifteen (15) day period plus such reasonable discovery period.

C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. Any solution reached at this level must be confirmed in writing by the Personnel Officer to assure compliance with this agreement before it has any binding effect.

D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she or his/her representative shall present the written grievance to his/her immediate supervisor within seven (7) calendar days after the date upon which the grieving employee informally discusses the grievance with the supervisor. (In the event a group grievance is formally submitted by the recognized employee organization, its initial submission will be to the department head and subsequent steps will be followed as

outlined in this section.) The formal written grievance shall specify the provisions of this M.O.U., the City Personnel Rules or Department Rules alleged to have been misinterpreted or misapplied; the remedy sought; and such other specific dates, times, places and persons and other facts necessary to derive a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with the supervisor's answer thereto in writing within seven (7) calendar days from receipt of the formal written grievance. The grieving employee shall have seven (7) calendar days from the receipt of the supervisor's written response or from the date of the Personnel Officer's written confirmation or non-confirmation (whichever is later) to file an appeal to the next level.

E. Grievance to Department Head/City Manager

The department head or the City Manager, if the department head was the grievant's immediate supervisor, shall have seven (7) calendar days in which to review and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the department head or City Manager, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limits at this level may be extended by mutual agreement between the department head or City Manager and the employee or his/her representative.

F. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant(s) and the department head may, by mutual agreement, waive review of the grievance at Step [E] and proceed to present the grievance to the City Manager.

G. Advisory Fact Finding of Grievances

In the event the grievance is not resolved by the City Manager, the recognized employee organization may within fifteen (15) calendar days after receipt of the decision of the City Manager, request that the grievance be heard by a Fact Finder.

H. Selection of a Fact Finder

The fact finder shall be selected by mutual agreement between the City and the Association. If the parties are unable to agree on the selection of a fact finder, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified Fact Finders. The City and the grievant, or his/her representative, shall then alternately strike names from the list until only one name remains, and that person shall serve as Fact Finder.

I. Duty of Fact Finder

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the fact finder to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a proposed disposition of the grievance which shall be advisory in nature.

The proposed disposition shall be based solely on the interpretation of the applicable provisions of the M.O.U. and other personnel rules if applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the M.O.U. or such rules.

J. Payment of Costs

Each party to a hearing before a Fact Finder shall bear its own expenses in connection therewith. All fees and expenses of the fact finder shall be borne one-half by the City and one-half by the grievant. If the City does not implement the proposed disposition of the grievance made by the Fact Finder, the City shall pay all fees and expenses of the Fact Finder.

K. Effect of Failure Of Timely Action

Failure of the employee(s) to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond with the time limit at any step shall result in an automatic advancement of the grievance to the next step.

Article 11. Leave

The City shall continue the current sick leave, bereavement leave, family sick leave, emergency leave and vacation rules as defined in this article for the term of this M.O.U.

A. Sick Leave

Employees represented by this bargaining unit who are assigned to work a twenty-four (24) hour shift shall accumulate Sick Leave at the rate of eleven point two-five (11.25) hours per month. The use of Sick Leave shall be on an hour-for-hour basis. An employee may return from Sick Leave at any time during his/her working shift at the discretion of the City.

B. Bereavement Leave

Bereavement Leave is a separate paid leave which is available to all employees at the time of death or funeral of a member of the employee's immediate family as defined below:

Wives/Husbands	Grandparent(s)	Aunts
Children	Grandchildren	Uncles
Step Children	Mothers-in-law	Nieces
Fathers	Fathers-in-law	Nephews
Mothers	Sisters-in-law	Legal Guardians
Brothers	Brothers-in-law	Domestic Partner
Sisters	Grandparents-in-law	

Bereavement Leave shall not exceed 24 hours for the death of a member of the employee's immediate family. The employees shall have the option to use up to an additional 48 hours from his/her regular Sick Leave accumulation for Bereavement Leave, when necessary.

C. Family Sick Leave - Within Existing Benefit

An employee may be granted up to a total of 48 hours of Sick Leave in a twelve (12) month period for the purpose of caring for a husband, wife, children (including stepchildren or foster children), domestic partner, or any other person living in the same household as the employee.

D. Emergency Sick Leave - Within Existing Benefit

An employee may be granted leave chargeable to Sick Leave for the purpose of responding to members of the immediate family's emergency or illness or injury. Definition of immediate family is the same as defined in Subsection B. above.

E. Vacation

Each employee in the bargaining unit shall accumulate vacation with pay based on the following:

0 through 5 Years	5 Working Shifts
6 through 10 Years	7 Working Shifts
Over 10 Years	10 Working Shifts

Maximum Accrual

Bargaining unit employees may only accumulate a maximum of fourteen (14) shifts (336 hours) or 30 days (240 hours) for 40 hour a week unit employees of vacation without the authorization of the City Manager.

Accumulated vacation time of more than eighteen (18) shifts (432 hours) or 38.5 days (308.5 hours) for 40 hour a week unit employees requires prior written authorization by the City.

Any Bargaining Unit Employee who either terminates or retires from the City shall be compensated for a maximum of fourteen (14) shifts (336 hours) or 30 days (240 hours) for 40 hour a week unit employees at the employee's hourly rate of pay at the time of retirement from City service.

Vacation Conversion to Cash

Unit Employees may cash out vacation leave hours in the increments of ten (10) hours as long they maintain a minimum balance of 240 hours, it has been budgeted, and must have the City Manager's Approval. Compensation for vacation leave cashed out will be made at the employee's base rate of pay at the time of cash out. Request for payment of vacation time shall be made in writing to the Finance Department at least thirty (30) days in advance.

Payments of cashed-out vacation leave will be made on the first full pay day which follows the end of the thirty (30) day advance. This payment will be made in the regular payroll check issued for that pay period.

F. LEAVE

Scheduled time off will include (Vacation, Holiday, and Compensatory time) and will be limited to three (3) personnel off per shift. Personnel must submit a formal request forty-eight (48) hours prior to the date that is being requested for time off. Scheduled time off does not include sick leave, worker's compensation, special assignments, or any unfilled positions. The above stated shall apply to the ranks of Captain, Engineer, and Firefighter. Staffing is currently eleven (11) personnel per day, as additional personnel are hired the number of allotted personnel off may need to increase.

Article 12. Working Hours

The City and the Union agree that the number of hours of duty shall be an average of fifty-six hours per week. The shifts shall be designated "A", "B", and "C". Each working shift shall be of twenty-four hour duration and shall commence at 0800 Hours and terminate at 0800 Hours the following day. The City shall be responsible for posting the work schedule.

Those Members of the Bargaining Unit will be excluded from a 56 hour per week when assigned to a temporary 40 hour work schedule for one (1) year.

For purposes of determining Fair Labor Standard Act (FLSA) overtime the City shall use a twenty-four (24) day work period. This Fair Labor Standard Act (FLSA) work period shall remain in effect until changed by City resolution.

The Union and City agree that the normal shift for the Department will be known as the 4/6 schedule. Any personnel required to change shifts will rotate duty in such a manner so that the cycling will be completed in a twenty-eight (28) day period.

Paid Vacation Leave, paid Compensatory Time-off, and the first thirty (30) calendar days (or 10 shifts, whichever occurs first) of said Sick Leave shall count as hours worked for the purpose determining overtime eligibility and entitlement pursuant to the provisions for the Fair Labor Standard Act (FLSA). Paid Sick Leave beyond thirty (30) calendar days (or 10 shifts, whichever occurs first) and any disability leave (such as 48/50 time, etc.) and any unpaid time shall not count as time worked for purposes of determining entitlement for overtime.

Article 13. Miscellaneous

A. Residency

Unit employees hired after ratification of this M.O.U. shall within eighteen (18) months of employment, be required to move within ninety (90) driving minutes of the City of Hollister city limit. Upon request, the "Residency Limit" Period of an employee of this unit may be extended by the Department Head, for a reasonable period, not to exceed three (3) months.

B. Professionalization

1. Unit members shall be required to perform all duties related to the Hollister Fire Service as determined by the Department Head and with reference to the job description. Related duties shall include routine maintenance and repair of fire station and equipment and care of station grounds.
2. All Fire Captain appointments shall require and must maintain a valid Fire Officer Certification.
3. All unit employees shall possess a valid Emergency Medical Technician (EMT) Certification.
4. All unit employees shall participate in a Departmental-sponsored physical fitness program a minimum of one (1) hour per shift.

C. Bulletin Board

During the term of the agreement, the City of Hollister shall provide space for the installation and maintaining of bulletin boards in convenient places at each station and work area by employees of the Fire Department of the City of Hollister for use by the Hollister Firefighters Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. Any such notices or bulletins need not be approved by the City of Hollister

D. Payroll Deduction Of Dues

The City, upon receipt of a signed payroll authorization, agrees to deduct, biweekly, dues in an amount certified to be current by the Union. The total amount of such deductions shall be remitted, one each month, by the City to the Union.

E. Shift Exchanges

During the term of the agreement, employees of the Fire Department of the City of Hollister, upon written request and wish consent of the City, may exchange shifts,

provided, however, that such exchange does not interfere with the operation of the Fire Department of the City of Hollister. Approval or denial with reasons thereto shall be timely given in writing.

F. Minimum Staffing Provisions

The following provisions shall apply for the Hollister Fire Department:

The minimum staffing standard shall be provided for in the Hollister Fire Department's operating policy. In the event call back is exhausted and a replacement person is not found, the on duty, paid professional, career employee Firefighter shall remain on duty until a paid professional, career employee Firefighter can return to work.

Any time after normally scheduled work hours shall be paid at time and one half. This time may be paid or taken as CTO at the employee's request.

During special events, Bargaining Unit work will be offered to Career-paid Professional Firefighters before engaging others.

G. Unit Staffing

Whenever possible, apparatus will be staffed by three (3) professional Firefighters. However; this does not establish Mandatory Minimum Staffing Levels.

A Unit will be defined as Captain, Engineer, and Firefighter.

H. Payroll Direct Deposit

The City will continue to offer and strongly encourage the use of the optional City wide direct deposit for payroll checks. Upon submitting a deposit slip and voided personal check, and completing the necessary authorization forms, direct deposit will be implemented.

I. Sick Leave Conversion to Cash

Eligible unit employees may convert a percentage of accrued, unused Sick Leave to cash at death or retirement from City employment. The provisions for this policy are as follows:

1. Employees of this unit may not "cash out" or be compensated for any of the first 240 hours of Sick Leave accrued.
2. Any current employee of this unit having completed 10 years of continuous service with the City and who retires from City service by filing for Service Retirement with CalPERS, will be compensated for 50% of accrued, unused Sick Leave in excess of 240 hours at the hourly rate of pay at the time of retirement from City service.
3. The surviving spouse, beneficiary(s), dependent(s) or estate of any current employee of this unit who has completed 10 years of continuous service with the City and dies while employed by the City prior to retirement, will be compensated for 50% of accrued, unused Sick Leave in excess of 240 hours at the employee's hourly rate of pay at the time of death.
4. Any current employee of this unit having completed 10 years of continuous service with the City and having an unused Sick Leave accrual balance exceeding 500 hours may, at their option, "cash out" up to a maximum of 135 hours (12 days) of unused Sick Leave annually as long as the "cashed out" hours do not diminish the unused Sick Leave accrual balance to an amount less than 500 hours.
5. Compensation for unused, accrued Sick Leave will be made at the employee's rate of pay at the time of "cash out". Requests for payment of unused Sick Leave as described herein, shall be made in writing to the Finance Department at least 30 days in advance of June

1st and December 1st of each year.

6. Payments of "cashed out" unused Sick Leave will be made on the first pay day which follows June 1st and December 1st of each year. Payment for unused Sick Leave shall be made in the regular payroll check issued for that pay period.

J. Physical Fitness and Wellness Program

The City shall continue to work with the Union during the budgetary process of each Fiscal Year under the term of the M.O.U. to identify possible funds for maintaining safe and adequate physical fitness equipment to meet the Fire Department sponsored Physical Fitness and Wellness Program requirements. This program shall be incorporated into the "Wellness and Loss Prevention" Program currently under development by the City's Risk Management Office.

K. Tuition Reimbursements

The City will reimburse Union members up to Thirty-Five Hundred dollars (\$3,500) per fiscal year for tuition reimbursements.

L. New Employee Orientation

During New Employee Orientation, the bargaining unit will be allowed a total of fifteen (15) minutes at the end of the orientation to provide a presentation when new employees of this unit are present and for those who wish to stay.

M. Order of Layoff

1. The order of layoff of employees within a class or classes subject to layoff shall be:
 - a. Part-time or Paid Call Firefighter (PCF) Employees
 - b. Probationary Employees
 - c. Permanent Employees
2. Order of layoff of probationary and permanent employees shall be according to seniority with the employee(s) having lowest seniority to be laid off first.
3. In the Event of layoffs the Volunteer Program will be discontinued

N. Re-employment

1. Employees demoted in lieu of layoff shall have a priority right to return to their prior classification and pay grade without having to retest for said classification
2. Employees laid off shall have the right to be reinstated to that prior classification and pay graded at the time of layoff. This right shall remain in effect for three (3) years from the date of separation.

4. All members who leave the City's employment and return to the City within eighteen (18) months will be placed on three (3) month probation with regard to:
 - a. Left the City in Good Standing
 - b. Achieved at least "satisfactory" marks on their last evaluation with the City of Hollister.
 - c. Retain the benefit package which said employee left with
 - d. Loss of seniority

5. A sworn Career Full Time member who leaves in good-standing from the City of Hollister Fire Department must submit an application within eighteen (18) months of separation. The said member will not be required to test or submit to an oral board. However, the said member must have all minimum requirements for the position.

O. Bidding Procedure for Local 3395

The shift bids will be effective for two (2) years and will take effect on the first full pay period in January of the following year. Shift Bid process will be voted on every two (2) years to give the membership the option of a full rebid. All union Members will be notified by email/ text of the date bids will occur. Notification of bid date will also be posted at each station on the union bulletin board.

The shift bid process will take place the following Monday after November union meeting. The Union President (or his/her designee) and Vice-president (or his/her designee) will be the representatives of the Union and facilitate the process with the Fire Chief. Union Members shall submit their bid request to the above stated union representatives no later than the day before the bid process.

Order of bidding is as follows:

1. **Captains** – (by seniority in rank)
2. **Engineers** – (by seniority in rank)
3. **Firefighters** – (by seniority in rank)
(Firefighters must complete probation before having the right to shift bid)

Permanent vacancies that occur as a result of retirement, promotion, termination, etc. will go out for bid by seniority within that rank.

Article 14. Maintenance of Operations

The Union agrees that during the term of this M.O.U. and for the period of time necessary for the meet and confer process to conclude a successor M.O.U., neither the Union, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike, sick-in, work stoppage, slow down, picketing (other than informational picketing on the employees' own time), concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the City, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

If the City determines that the Union has engaged in any activity mentioned above, the City may order the forfeiture of all rights and privileges, or any portion thereof, of the Union.

If the City determines that an employee has engaged in any activity above, the employee may be subject to disciplinary action up to and including discharge from City service.

Article 15. Prevailing M.O.U.

In the event of a conflict between a specific provision of this M.O.U. and a written rule, regulation, or solution of the City or any of its divisions, the terms of the M.O.U. shall prevail and said written rule, regulation, or resolution shall be physically amended to conform to the specific provisions of this M.O.U.

Article 16. Union Business

Employees elected as representatives of the Union shall be granted a maximum of three (3) days leave during the fiscal year, based upon need, without loss of pay, for Union business to include, but not be limited to, attendance at conventions, conferences and seminars. The release from duty shall be at the discretion of the City so as not to adversely affect staffing schedules. Two (2) members of the Negotiating Committee shall be allowed time off, without loss of pay, for the purpose of meeting and conferring regarding a successor agreement to this M.O.U.

Article 17. Drug Free Workplace Policy

The City's Drug Free Workplace Policy, City Personnel Rule 2.05, adopted by Resolution 92-116 (August 3, 1992), is incorporated by reference into this Memorandum of Understanding.

Article 18. Savings Clause

If any article or section of this M.O.U. should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U. In the event of invalidation of any article or section, the City and the Union agree to meet within thirty (30) days for the purpose of meeting and conferring upon said article or section.

Article 19. Promotional Probation

All employees who are promoted to a higher rank will be on probation for 12 months. The Chief or his/ her designee will conduct a quarterly evaluation of the newly promoted employee. The decision to grant permanent status will be determined following the final job related performance evaluation.

Article 20. Labor and Management Committee

The City and Union agree that the City Administration and the Union will establish a Labor and Management Committee to address issues which are not covered by the Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act.

Article 21. Layoff Policy

Utilizing the newly formed Management Committee, the Committee, the Administrative Services Department, and the City Manager will develop a Departmental Layoff Policy to be submitted for review and approval to the City Council.

Article 22. Bidding System

The City and the Union agree that the Administration and the Union will meet within six (6) months of ratification of the M.O.U. to develop a bid system policy to cover all positions that are represented by the Union.

The Fire Chief, or his/ her designee, shall initiate personnel assignments and transfers to balance platoon or division strength, fill permanent or temporary vacancies, and provide required training to individual personnel. Such assignments will be based on seniority, except where career development, training, special assignments, skills and documented performance issues are specifically identified in writing, management may make assignments based on such issues. For purpose of this article, seniority shall be computed from the date of entry into the current classification.

Article 23. Disciplinary Appeal Procedures**1) Purpose and Applicability**

- A.** The disciplinary appeals procedures set forth herein are adopted pursuant to Government Code section 3254.5 of the Firefighter s Procedural Bill of Rights Act.
- B.** These disciplinary appeals procedures supersede and replace the Hollister Fire Department’s Manual of Operations, Code 1-8-2, Section 2.09, “DUE PROCESS and APPEAL for all disciplinary actions commenced after the date of execution of this agreement and for any disciplinary action with charges based on events and circumstances involving the Firefighter’s performance of his or her official duties.
- C.** These procedures apply to all non-probationary Firefighters. Probationary employees and at-will employees shall not have rights to the procedures in this policy.
- D.** For disciplinary charges based on events and circumstances not involving the Firefighter’s performance of his or her official duties, any disciplinary appeal will be according to the City’s Personnel System Rules and Regulations, if an appeal is required pursuant to those Rules and Regulations.

2) Definitions

- A.** The term “Firefighter” means a public safety employee who is considered a “Firefighter” under Government Code section 3251 (a).

B. The term “punitive action” is defined by Government code section 3251(c), as may be amended from time to time, and is currently defined as “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.” The term “punitive action” is limited to charges based on events and circumstances involving the Firefighter’s performance of his or her official duties.

3) Informal Hearing for Appeal of a Lesser Punitive Action

Pursuant to Government Code section 11445.20, the following informal hearing procedure shall be utilized for an appeal by a Firefighter of a punitive action not involving a discharge, demotion, unpaid suspension, or reduction in base salary (examples: written reprimand, transfer for purposes of punishment without reduction in base salary, etc.).

A. No Pre-Disciplinary Notice: A Firefighter facing punitive action not involving a discharge, demotion, unpaid suspension, or reduction in base salary (examples: written reprimand, transfer for purposes of punishment without reduction in base salary, etc.) will not receive prior notice or an opportunity to be heard before discipline is imposed.

B. Notice of Appeal: Within seven (7) calendar days of the effective date of a lesser punitive action subject to this informal hearing procedure, the Firefighter shall action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Notice of Hearing: Within fourteen (14) calendar days of the City’s receipt of the Firefighter’s Notice of Appeal, the Fire Chief or his/her designee shall serve the Firefighter with a Notice of Hearing that indicates the City has chosen to proceed according to the informal hearing process outlined herein. The Notice of Hearing shall state the time and place of the informal hearing. A copy of this informal hearing procedure shall be attached to the Notice of Hearing.

D. Presiding Officer: In an informal hearing, the Fire Chief or his/her designee shall be the Hearing Officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code section 11425.40, then the City Manager or his/her designee shall serve as the Hearing Officer. In such cases, the determination of the City Manager shall be final and binding.

E. Burden of Proof: The employer shall bear the burden of proof at the hearing or not, as follows:

- 1) If the action being appealed involves allegations originating from a licensing or certifying agency as defined in the Firefighter s Procedural Bill of Rights Act, the limited purpose of the hearing shall be to provide the Firefighter the opportunity to establish a record of the circumstances surrounding the action.

- 2) If the punitive action involves charges of misconduct that the City has originated, the City shall have the burden of proving the following: (1) by a preponderance of the evidence, the facts which form the basis for the charges occurred; and, (2) that the level of penalty was reasonable under the circumstances.

F. Conduct of Hearing

- 1) The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Presiding Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.
- 2) The parties may present opening statements.
- 3) The parties may present evidence through documents and testimony.
 - a) Witnesses shall testify under oath.
 - b) Subpoenas may be issued pursuant to Government Code sections 11450.05-11450.50.
 - c) The parties are not entitled to confront and cross-examine witnesses.
- 4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

G. Recording of the Hearing: If the punitive action is City-originated and involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

H. Representation: The Firefighter may be represented by a representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the Firefighter.

I. Decision: The decision shall be in writing pursuant to Government Code section 11425.50. The decision shall be served by first class mail, postage prepaid, upon the Firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the Firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

- 4) **Formal Hearing Procedure For Appeal Of a Punitive Action Involving Discharge, Demotion, Unpaid Suspension of Greater than 48 Hours, or**

Reduction in Base Salary

- A. Applicability:** The formal hearing procedure applies only to a punitive action at the level of discharge, demotion, unpaid suspension, or reduction in salary. The term “punitive action” applies only to charges based on events and circumstances involving the Firefighter’s performance of his or her official duties.
- B. Notice of Discipline as Accusation:** The Final Notice of Discipline, which may be issued at the conclusion of any pre-disciplinary procedures, shall serve as the Accusation as described in Government Code sections 11500, et seq. Pursuant to Government Code section 3254(f), the discipline shall not be effective sooner than 48 hours after issuance of the Final Notice of Discipline. The Final Notice of Discipline shall be prepared and served in person or by registered mail. Pursuant to Government Code section 11505, subdivision (b), the Final Notice of Discipline shall include the language provided in the statute to advise the employee of his or her right to request a hearing by filing a Notice of Defense as provided in Government Code section 11506. The Final Notice of Discipline will be accompanied by a “Notice of Defense” for such purpose. Two (2) copies of Sections 11507.5, 11507.6, and 11507.7 of the Government Code shall be provided to the Firefighter concurrently with the Final Notice of Discipline.
- C. Notice of Defense:** In accordance with Government Code section 11506, if the Firefighter intends to appeal the punitive action, within fifteen (15) calendar days after service of the Final Notice of Discipline on the Firefighter as set forth above, the Firefighter shall file the Notice of Defense. The Notice of Defense must be signed by either the Firefighter or on his or her behalf, and must include the mailing address of the Firefighter and/or his or her representative. Failure to file a timely Notice of Defense constitutes a waiver of the Firefighter’s right to a hearing.
- D. Amended or Supplemental Materials:** Pursuant to Government Code sections 11507 and 11516, at any time before or after the case is submitted for decision, the City may file an amended or supplemental Accusation. All parties must be notified of the amended or supplemental Accusation.
- E. City Manager as Personnel Officer:** Pursuant to City Council Resolution No. 2020-18, the City Manager, or his or her designee, as the City’s Personnel Officer, will act for the City in all aspects of the disciplinary appeal process.
- F. Administrative Law Judge:** Every hearing shall be presided over by administrative law judge (“ALJ”) on staff of the State Office of Administrative Hearings. In each case, the Personnel Officer will decide, pursuant to Government Code sections 11512 and 11517, whether the Personnel Officer will hear the case originally with the assistance of an ALJ presiding, or whether the ALJ will originally hear the case alone and provide a proposed decision to the Personnel Officer.

When the Personnel Officer hears the case originally, the ALJ shall preside at the hearing, rule on the admission and exclusion of evidence, and advise the Personnel Officer on matters of law; the Personnel Officer shall exercise all other powers relating to the conduct of the hearing but may delegate any or all of

them to the ALJ. When the ALJ alone hears a case, he or she shall exercise all powers relating to the conduct of the hearing. In conducting the hearing, the ALJ shall follow the evidentiary standards described in section 11513 of the Government Code.

- G. Time and Place of Hearing:** Pursuant to Government Code section 11508, the Personnel Officer will consult with the Office of Administrative Hearings and will select a time and location for the hearing.
- H. Notice of the Hearing:** Notice of the hearing shall be provided to the parties pursuant to Government Code section 11509. The City will mail or deliver a written notice of the hearing with the information required by Government Code section 11509, no later than 10 days prior to the hearing.
- I. Recording of the Hearing:** The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically.
- J. Decision:** The final decision will be reduced to writing, include a statement of the factual and legal basis for the decision, and shall be final and binding on the parties. The decision will be filed as a public record. The Personnel Officer's written decision shall be served by first class mail, postage prepaid, upon the Firefighter as well as his/or her attorney or representative. It shall be accompanied by an affidavit or certificate of mailing. Finally, the Personnel Officer shall advise the Firefighter that the time within which judicial review of the decision may be sought is 90 days from the date of mailing, as governed by Code of Civil Procedure section 1094.6.

Article 24. Term and Reopener

The term of this Memorandum of Understanding shall commence on July 1, 2021 and shall expire June 30, 2024, unless otherwise agreed to by both parties. It is also agreed to by both parties to initiate the "Meet and Confer" Process in a timely fashion, exchanging written proposals at least thirty (30) days prior to the termination of this agreement.

CITY OF HOLLISTER

HOLLISTER FIREFIGHTERS UNION

Dated 2/8/2022

Dated 1/22/2022

DocuSigned by:
By Brett I. Miller
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Brett I. Miller, City Manager

DocuSigned by:
By Josh Buzzetta
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Josh Buzzetta, Union President

DocuSigned by:
By Linzie Daniels
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Linzie L. Daniel, City Negotiator

DocuSigned by:
By Vince Grewohl
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Vince Grewohl, Vice President

DocuSigned by:
By Diana Hillstock
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Diana Hillstock, City Negotiator

DocuSigned by:
By Jarred Utzig
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Jarred Utzig, Secretary

DocuSigned by:
By John Parrinello
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John Parrinello, Treasurer

DocuSigned by:
By James Phil Rossi
0934FDC2D4684CD...
James Phil Rossi, Negotiator

DocuSigned by:
By Tony Spitaleri
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Tony Spitaleri, Chief Negotiator

