



# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA  
and  
PLACENTIA FIRE MANAGEMENT ASSOCIATION  
(PFMA)

July 1, 2025 – June 30, 2027

PFMA No. 25-27

Adopted October 21, 2025, Resolution No. 2025-57

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## **PREAMBLE**

The wages hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Fire Management Association (hereinafter called "PFMA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix A.

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between City Staff and PFMA. PFMA has recommended and its members have ratified all the terms and conditions of employment as set forth herein. City Staff recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

## **RECOGNITION**

The City of Placentia has recognized the PFMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

- Fire Battalion Chiefs

## **ARTICLE 1 - MANAGEMENT RIGHTS**

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

## **ARTICLE 2 - PFMA RIGHTS**

### **A. Membership Dues**

The City agrees to deduct association dues from the wages of all PFMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

**B. Access to Placentia Communication Systems**

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the PFMA and Directors of PFMA or their designees.

In the interests of facilitating communication with PFMA members and the distribution of information to PFMA members, PFMA may utilize the City's e-mail system to communicate with PFMA members on matters of normal association business. The City's e-mail system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act.

**C. PFMA Business on City Time**

PFMA members will be allowed to conduct a reasonable amount of PFMA business during their regular work shift(s).

**ARTICLE 3 - NON-DISCRIMINATION**

The City and the Association agree that they shall not discriminate against any employee based on protected status under state or federal law.

**ARTICLE 4 - CITY PERSONNEL RULES & POLICIES**

PLACENTIA and PFMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

**ARTICLE 5 - PROBATION**

1. All original and promotional appointments to classifications represented in this unit shall be subject to a probationary period of one (1) year.
2. The City Administrator may establish a longer probationary period for specified cases.
3. The Fire Chief or designee shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Department before the probationer's permanent status date.

## **ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE**

Unit employees are eligible to advance one step in the salary schedule after twelve (12) months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve (12) months has passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

## **ARTICLE 7 - PAYROLL PROCESSES**

Unit employees will be paid on a bi-weekly basis.

## **ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY**

### **A. Compensation**

The basic salary schedule will be set forth in Appendix A attached to this MOU.

### **B. Education Incentive**

1. Fire Battalion Chiefs shall be eligible for a two percent (2%) salary differential for possession of an Associate of Arts (AA) degree.
2. Fire Battalion Chiefs shall be eligible for a four percent (4%) salary differential for possession of a Bachelor of Arts (BA) or Bachelors of Science (BS) degree.
3. Fire Battalion Chiefs shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
  - a. Education incentive pay is applied to all hours worked and on all hours when leave accrual is used.
  - b. Unit employees are only eligible for one (1) education incentive and does not compound with any other education or certification pay.
4. Fire Battalion Chiefs who obtain Company Officer Certification OR Chief Officer Certification from the Office of State Fire Marshal shall receive \$245 per month.

Fire Battalion Chiefs are only eligible for two (2) certificate pays of \$245 per month each if they obtain both Company Officer Certification AND Chief Officer Certification from the Office of the State Fire Marshal.

### C. Longevity Pay Program

Unit Employees who have completed seven (7) years of service with the City of Placentia shall receive a longevity increase of five percent (5%) to the base rate of pay. Unit Employees who have completed fifteen (15) years of service with the City of Placentia shall receive a longevity increase of two- and one-half percent (2.5%) to the base rate of pay. This will be a total of seven and one-half percent (7.5%) for fifteen (15) years of service.

### D. Technology Allowance

Fire Battalion Chiefs are eligible for a Technology allowance of \$75 per month.

### E. Bilingual Pay

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public.

## **ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES**

### A. Compensatory Time Off (CTO)

1. Battalion Chiefs may accrue Fair Labor Standards Act (FLSA) compensatory time off (FLSA CTO) in lieu of payment for working FLSA overtime. The FLSA CTO bank is capped at a maximum of two hundred and sixteen (216) hours. In no event can an employee accrue in excess of (216) hours of compensatory time off. All hours in excess of (216) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the increase.
2. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.
3. Unit employees with accrued FLSA compensatory time off shall be paid for accrued hours at their regular hourly rate upon separation from employment.
4. Unit employees who are promoted to another classification will be paid accrued compensatory time at their regular rate of pay prior to promotion.

5. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.
6. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

#### B. Premium Pay

The employees in the unit work a 24-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 24-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one hundred and eighty two (182) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or their designee.

1. Effective the full pay period after this contract is ratified by City Council, employees in the unit work an 18-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 18-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one-hundred and thirty six (136) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or their designee.

#### C. Work Schedules

1. Work Period. The work period for Fire Battalion Chiefs, under the Fair Labor Standards Act's 7K exemption, consists of twenty-four (24) consecutive days.
2. Work Schedule. The work schedule for Fire Battalion Chiefs shall be a "48/96" schedule under which employees will work forty-eight (48) consecutive hours on/ninety-six (96) consecutive hours off from work.

#### B. Shift Trades

Unit employees have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Battalion Chief A agrees to work the shift for Battalion Chief B and prior to the shift, Battalion Chief A calls in sick and does not work the shift, Battalion Chief A's Sick Leave is deducted and Battalion Chief B gets credit for the shift.

## **ARTICLE 10 – RETIREMENT**

### **A. Plan**

The City provides a defined contribution plan for employees. Retirement age is fifty (50) years. All Fire Battalion Chiefs will receive a 401a Plan in the form of the Mission Square Government Money Purchase Plan and Trust. Employees become 100% vested in the plan upon completion of their fourth (4<sup>th</sup>) anniversary of employment with the City or age 50, whichever comes first. Should the employee separate from service prior to their fourth (4<sup>th</sup>) anniversary, all retirement benefit contributions made by the City on their behalf will be returned to the City.

### **B. Contributions**

The Employer shall contribute on behalf of each participant ten percent (10%) of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs and any other ad hoc pay. Mandatory Participant Contributions are NOT required. Maximum contribution limits subject to annual Internal Revenue Service (IRS) limits.

1. Effective July 1, 2025, the employer contribution on behalf of each participant shall increase from 10% to 12% of base pay.
2. Effective July 1, 2026, the employer contribution on behalf of each participant shall increase from 12% to 14% of base pay.
3. All other provisions of this section shall remain unchanged.

### **C. Social Security**

The City does not participate in Social Security.

## ARTICLE 11 - MEDICAL INSURANCE

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00
- For coverage effective January 1, 2027, the minimum contribution is TBD.

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any CalPERS PEMHCA required minimum, will be made as follows:

### A. For active employees:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$744 per month for employee only
- \$1,623 per month for employee+1
- \$2,076 per month for employee+2

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

### B. For Retirees:

Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

- For retirees the City shall pay the CalPERS PEMHCA minimum mandated contribution.

### C. Medical Opt Out:

Employees hired or promoted into PFMA who opt out will receive \$400 per month.

Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to

claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

#### D. Health Reimbursement Arrangement

City and PFMA representatives are willing to participate in the exploration and possible development of an employee paid pre-funded post-employment (retirement) benefit program for unit employees.

### **ARTICLE 12 - OTHER INSURANCE BENEFITS**

#### A. Dental Insurance

The City agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PFMA representatives before any reduction of dental insurance coverage.

#### B. Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, the City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PFMA representatives before any reduction of optical insurance coverage.

#### C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee’s basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of “disability” and duration of eligibility for benefits shall be as set forth in the City’s policy with its insurance carrier.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum of following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employee's earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

E. Flexible Spending Account

The City agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

**ARTICLE 13 - PERSONAL TIME OFF**

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate and Cash Out

1. PTO Accrues on a per pay period basis as follows:

Effective July 1, 2025, PTO shall accrue on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
Upon Hire – completion of five (5) years of service	6.46	168 hours
Beginning of sixth year – completion of seven (7) years of service	7.54	196 hours
Beginning of eight (8) years to completion of ten (10) years of service	8.62	224 hours
After completion of ten (10) years of service	9.69	252 hours

2. Partial PTO Leave Accrual

Should an employee have paid hours less than their normally required full time scheduled hours during any pay period, PTO accrual will be pro-rated based on the number of paid hours.

### 3. PTO Maximum Accrual

Employees may accumulate up to a maximum of two hundred sixty (260) hours. Once an employee reaches the maximum, no additional PTO will accrue until the accrual bank is below the maximum.

- a. Effective July 1, 2025, the maximum accrual rate will increase to three hundred sixty (360) hours.

### 4. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

### 5. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the regular hourly rate of pay with the final paycheck upon separation from City service.

### 6. Use of PTO

- a. Unit employees will request personal time off through their immediate supervisor.
- b. Approval of a personal time off request is the responsibility of the Fire Chief or their designee. They will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
- c. Use of PTO may not exceed accumulated PTO leave bank.

## **ARTICLE 14 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS PROGRAM**

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave.

AHW hours may be used for an employee's illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than three (3) consecutive workdays no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

#### A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed one-hundred and ninety-two (192) hours.
3. The AHW hours have no cash value during employment.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight (8) months in the fiscal year. New employees may use AHW leave after completing three (3) months of City service.

#### B. AHW Incentives

1. Unit members in active service as of July 1<sup>st</sup> will receive \$250 with the first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 with the first paycheck following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> of each year, and those who meet the criteria will have the twenty-four (24) hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first paycheck following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

#### C. AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

D. AHW Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

**ARTICLE 15 - BEREAVEMENT LEAVE**

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse’s parents and grandparents. Unit members may take bereavement leave for up to five (5) workdays for each death that occurs in the member’s immediate family. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California’s AB 1949.

**ARTICLE 16 - OTHER LEAVE PROVISIONS**

A. Annual Leave Buy Back

Annually, by December 15<sup>th</sup>, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. To be eligible for the Leave Buy Back, employees must utilize forty (40) hours of PTO in the preceding twelve (12) months.
2. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of eighty (80) hours remain in the PTO bank.

For example, irrevocable election forms submitted in December 2025 will be for the December 2026 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee’s applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

## B. Industrial Accident Leave

Personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

## C. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

## D. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

## E. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at their sole discretion.

## F. Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PFMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PFMA members elected by the PFMA.

## ARTICLE 17 - HOLIDAYS

### A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

1. New Year's Day ..... January 1
2. Martin Luther King Day ..... (Third Monday in January)
3. Washington's Birthday ..... (Third Monday in February)
4. Memorial Day ..... (Last Monday in May)
5. Independence Day ..... July 4
6. Labor Day ..... (First Monday in September)
7. Veterans' Day ..... November 11
8. Thanksgiving Day ..... (Fourth Thursday in November)
9. Friday after Thanksgiving ..... (Day after Thanksgiving)
10. Christmas Eve ..... December 24
11. Christmas Day ..... December 25
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

### B. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

### C. Holiday in Lieu Leave

Unit employees shall accrue 120 hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their regular rate of pay.

Holiday Leave would be prorated at time of hire/separation.

### D. Holiday Closure Pay

Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

## **ARTICLE 18 - LEAVES OF ABSENCE**

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

## **ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **A. Purpose**

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

### **B. Matters Subject To Grievance Procedure**

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

### **C. Informal Grievance Procedure**

A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior.

Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

#### D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Fire Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Fire Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Fire Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, they may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Fire Chief (or designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Fire Chief if no decision is rendered by the Fire Chief (or designee), will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate people. The City Administrator may designate a fact finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, they may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) Calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

#### E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.

2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Fire Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

## F. Arbitration

### 1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

### 2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, they may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Human Resources. The written notice shall set forth the issue being submitted to binding arbitration the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

**ARTICLE 20 - SEVERABILITY CLAUSE**

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

**ARTICLE 21 - TERM**

Beginning with the start of the first full pay period following ratification of this MOU by the City Council.

The terms of this Memorandum are to remain in full force and effective July 1, 2025, and remain in effect through June 30, 2027.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

FOR THE CITY:

FOR PFMA:

*Jennifer Lampman*

\_\_\_\_\_  
Jennifer Lampman, City Administrator

*Tony Davis*

Anthony Davis (Nov 11, 2025 08:21:22 PST)

\_\_\_\_\_  
Tony Davis, Battalion Chief  
President

*Rosanna Ramirez*

Rosanna Ramirez (Nov 11, 2025 11:32:46 PST)

\_\_\_\_\_  
Rosanna Ramirez, Deputy City  
Administrator

*Alice Burnett*

\_\_\_\_\_  
Alice Burnett, Director of  
Human Resources

## APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Fire Management Association (PFMA)

EFFECTIVE JULY 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
FIRE BATTALION CHIEF	44.80	10,871.47	130,457.60	47.22	11,458.72	137,504.64	49.77	12,077.52	144,930.24	52.46	12,730.29	152,763.52	55.29	13,417.04	161,004.48

EFFECTIVE JANUARY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
FIRE BATTALION CHIEF	45.70	11,089.87	133,078.40	48.16	11,686.83	140,241.92	50.77	12,320.19	147,842.24	53.51	12,985.09	155,821.12	56.40	13,686.40	164,236.80

Monthly and Annual Salary are only approximate rates based on the Hourly conversion

# BC MOU - final MOU 25-27 R-2025-57

Final Audit Report

2025-11-13

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