

paid each member who has a Fire Officer Certificate issued by the State of California; or,

C. Two hundred fifty (\$250) dollars additional compensation per month shall be paid any member who has a Chief Officer Certificate issued by the State of California.

### **Section 5- Bilingual Pay**

Each full-time employee who meets the City's bilingual certification and eligibility requirements shall be compensated at the rate of \$50/month. The City shall reserve the right to determine languages for which testing will be conducted.

### **Section 6- Overtime**

Overtime worked in excess of an employee's regular work schedule shall be paid at the applicable time-and-a half overtime rate under either the Fair Labor Standards Act or Charter Section 186.

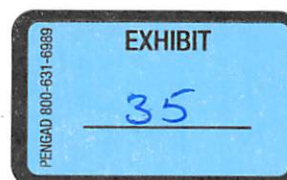
A. Policy: It is the policy of the City to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked as necessary. Consistent with this policy, the Fire Chief, Deputy Chief and Battalion Chiefs, will make every effort to assign overtime evenly among the employees with similar skills or assignments.

B. Definition: Overtime is defined as all hours worked in excess of the regularly scheduled workweek. All overtime shall be reported in increments of six (6) minutes and is non-accumulative and non-payable when incurred in units of less than six (6) minutes. Holiday leave, sick leave, vacation leave and court time shall be considered as time worked for purposes of computing overtime compensation.

C. Compensation: Payment for overtime shall be made on the first regular payday following the pay period in which overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime will be paid on the next regular payday after such computation can be made.

### **Section 7- Retirement Plan**

A. The City shall continue to participate in an employees' retirement plan for Public Safety Officers, by contract with the California Public Employees' Retirement System (PERS) under the current 3% @ 55 formula. Effective December 31, 2008, the City shall contract with the PERS system under the 3% @ 50 formula. In the event any act, including but not limited to the enactment of legislation, eliminates this benefit prior to implementation, the City agrees to a reopener to discuss this issue.



B. The City shall continue to provide the "highest 12 month" retirement formula and Military Service Credit.

C. The City shall contract with PERS to provide the Fourth Level 1959 Survivor Benefit. All costs will be borne by the employee.

D. The City shall continue to provide the Post-Survivors' Retirement Benefit.

E. The City shall continue to provide the Post-Retirement Survivor Allowance to Continue after Remarriage benefit.

F. City will increase the base salary of all employees covered by this agreement by converting the nine percent (9%) Employer-Paid Member Contribution (EPMC) to base salary. This base salary is "compensation earnable" as defined in Section 20636 ( c ) of the California Government Code and shall be reported to the Public Employees' Retirement System (hereinafter "PERS"). Employees will then assume responsibility for payment of the nine percent (9%) employee retirement contribution to PERS and all associated costs for the conversion of the EPMC to base salary. The City shall designate such payment as an Employer Pick-Up as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code (26 USC §414(h)(2)). The employee contribution to PERS shall be made through automatic payroll deductions from the base salary in accordance with PERS regulations.

For purposes of determining overtime compensation and other salary payments, including but not limited to, payoffs of sick leave, vacation accruals, holiday accruals and comp time balances, the aforementioned nine percent (9%) base salary increase shall not be considered.

G. The City shall provide written notification to representatives of the union prior to the end of each fiscal year, which identifies the applicable rate for the next fiscal year.

#### **Section 8- On-Call/Call-Back/Standby**

Any employee on "on-call" status will receive a minimum of two- (2) hours' pay at time- and-a-half for all or any portion of a 24-hour day. If called back any time within the first two (2) hours of on-call, the time worked will be deducted from the two (2) hours on-call. If the call-back occurs after two (2) hours expire, call-back time will be clocked from the time the employee receives the call to report. Compensation for that time is in addition to the on-call status.