

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE FIREFIGHTERS ASSOCIATION, LOCAL 2404
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



This Amended and restated Memorandum of Understanding, hereinafter referred to as the "Memorandum," was approved by City Council Resolution No. 8661 adopted at its Regular Meeting of October 17, 2017.

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 2 - SCOPE OF AGREEMENT.....	3
ARTICLE 3 - PERSONNEL RULES AND REGULATIONS.....	3
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - PAYROLL DEDUCTIONS	4
ARTICLE 6 - SALARY	4
ARTICLE 7 - OVERTIME.....	5
ARTICLE 8 - COMPENSATORY TIME OFF (CTO).....	5
ARTICLE 9 - LONGEVITY PAY.....	6
ARTICLE 10 - UNIFORM ALLOWANCE	6
ARTICLE 11 - OUT OF CLASS PAY	6
ARTICLE 12 - CALL-BACK PAY	6
ARTICLE 13 - HEALTH BENEFITS.....	6
ARTICLE 14 - DEFERRED COMPENSATION	7
ARTICLE 15 - RETIREMENT.....	7
ARTICLE 16 - WORK SCHEDULE	9
ARTICLE 17 - STAFFING LEVELS	10
ARTICLE 18 - PHYSICAL TRAINING TIME	11
ARTICLE 19 - HOLIDAY PAY	11
ARTICLE 20 - VACATION POLICY	11
ARTICLE 21 - SICK LEAVE	12
ARTICLE 22 - BEREAVEMENT LEAVE.....	13
ARTICLE 23 - MATERNITY LEAVE	13
ARTICLE 24 - MILITARY LEAVE	14
ARTICLE 25 - UNPAID LEAVE	14
ARTICLE 26 - JURY DUTY.....	14
ARTICLE 27 - EDUCATION REIMBURSEMENT	14
ARTICLE 28 - PROBATION	15
ARTICLE 29 - SENIORITY.....	16
ARTICLE 30 - LAYOFF AND REEMPLOYMENT.....	16
ARTICLE 31 - LAYOFF PROCEDURES.....	17
ARTICLE 32 - LIGHT DUTY	17
ARTICLE 33 - DISCIPLINE.....	17
ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE	19
ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING	21
ARTICLE 36 - FIREFIGHTER CODE OF ETHICS.....	22
ARTICLE 37 - PERSONNEL FILE.....	22
ARTICLE 38 - BULLETIN BOARD	22
ARTICLE 39 - PEACEFUL PERFORMANCE.....	22
ARTICLE 40 - SAVINGS CLAUSE	23
ARTICLE 41 - ZIPPER CLAUSE	23
ARTICLE 42 - TERM AND OPENING CLAUSE	23
1 ST TIER SALARY SCHEDULE EXHIBIT "A"
2 ND TIER SALARY SCHEDULE EXHIBIT "B"
FIREFIGHTER CODE OF ETHICS EXHIBIT "C".....

ARTICLE 1 - AGENCY SHOP

The Oroville Firefighters Association (OFFA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Firefighters Association (OFFA) represents the following classifications:

Fire Captain
Fire Engineer
Firefighter

ARTICLE 2 - SCOPE OF AGREEMENT

This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OFFA.

ARTICLE 3 - PERSONNEL RULES AND REGULATIONS

Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OFFA prior to implementation.

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 5 - PAYROLL DEDUCTIONS

PAYROLL DEDUCTIONS - The City shall deduct an authorized amount from each employee's paycheck to be remitted to OFFA. The OFFA shall indemnify and hold the City harmless against all claims against the City as a result of implementation of this article.

ARTICLE 6 - SALARY

6.1 SALARY SCHEDULE - The 1st Tier salary schedule for the OFFA is attached as Exhibit "A". The 2nd tier salary schedule is attached as Exhibit "B"

6.2 SALARY STEPS - There shall be 5% between salary steps for Tier 1 and 2.5% between salary steps for Tier 2. Eligibility for advancement to Step F, for Tier 1 employees only, includes two (2) years in Step E within their current classification.

Second-Tier salary schedule for all new hires: (i.e. employees hired on or after October 1, 2017) Implement thirteen 2.5% steps between the current salary range bottom step and top step.

6.3 If the annual audited fiscal year core revenue is 10% below the prior fiscal years core revenues then the City may reopen on salary section 6.1 and 6.2.

If the annual audited fiscal year core revenue is greater than 5% above the prior fiscal years core revenues, then the OFFA may reopen on salary section 6.1 and 6.2.

If the annual audited fiscal year core revenues is 7% above the prior fiscal years core revenues then each classification shall receive a 2% COLA.

6.4 COMPENSATION SURVEY - Compensation studies shall include the following agencies:

- | | |
|--------------|-------------------|
| 1. Roseville | 7. S. Lake Tahoe |
| 2. Folsom | 8. Woodland |
| 3. Chico | 9. Grass Valley |
| 4. Redding | 10. Red Bluff |
| 5. Rocklin | 11. Sutter County |
| 6. Yuba City | |

The City of Oroville agrees to complete a joint compensation survey with the OFFA annually in August, to keep the City aware of current salary trends. The compensation survey shall include top step salary, maximum PERS-able benefits, employee "pick-up" and maximum health benefit contributions.

6.5 SALARY INCREASES - Bargaining unit members will receive the following salary increases:

2% effective October 1, 2014

2% effective July 1, 2015

2% effective June 30, 2016

6.6 ADDITIONAL SALARY STEP – The City will add an additional salary step (G Step) at five percent (5%) above the current top step F, effective January 1, 2015, which will be immediately available on to those bargaining unit employees at Step F for at least the preceding twenty-four (24) months. All other employees will be eligible to move to step G in accordance with existing City policies and procedures pertaining to salary step advancement.

ARTICLE 7 - OVERTIME

7.1 OVERTIME - Employees required to work in excess of one hundred and ninety-two (192) hours within the twenty-four (24) calendar day cycle shall receive one and one-half (1 ½) time their regular rate of pay. In computing hours worked in any 24-day cycle, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked.

ARTICLE 8 - COMPENSATORY TIME OFF (CTO)

8.1 COMPENSATORY TIME OFF (CTO) - Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a) No more than 240 hours of CTO may be banked.
- b) An employee's decision to elect CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO with two weeks written notice.
- d) Upon separation, the employee will be paid at the employee's current hourly rate of pay for their CTO bank balance.
- e) An employee must give 48 hours' notice before using CTO.

An employee may request the use of CTO, which shall be granted when the fire department's scheduled shifts meet current minimum staffing without paying non-emergency overtime.

When an employee is assigned to work overtime, that employee will not take CTO in lieu of working that assigned overtime shift. The employee will either work that shift or find a suitable employee to fill their place.

ARTICLE 9 - LONGEVITY PAY

9. The City shall provide the following longevity pay annually each December as follows:

<u>Years</u>	<u>Award</u>
15-19 Years	\$150.00
20 Years or More	\$300.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - UNIFORM ALLOWANCE

- 10.1 **UNIFORM ALLOWANCE** – Upon hire each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred fifty dollars (\$750) on their first paycheck and then will begin receiving a monthly allowance of \$62.50 at the start of the second year. Current employees shall receive a monthly uniform allowance of \$62.50 beginning January 1, 2011.
- 10.2 The City agrees to pay the initial cost of any ordered uniform article change.
- 10.3 The City agrees to replace any part of the work uniform damaged in the line of duty and not attributable to normal wear and tear. Such damage shall be reported to the Fire Chief or designee.

ARTICLE 11 - OUT OF CLASS PAY

- 11.1 **OUT OF CLASS PAY** - When an employee works in a higher classification, the employee shall receive an additional 5% above their normal rate of pay for all hours worked in such classification.

ARTICLE 12 - CALL-BACK PAY

- 12.1 In the event of a call-back or return to duty, an employee shall receive a minimum of four (4) hours, paid at one and a half times the regular rate of pay. The employee will be held on duty only for the duration of the emergency. If the time worked exceeds four (4) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest thirty (30) minutes.

ARTICLE 13 - HEALTH BENEFITS

- 13.1 The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

City agrees to contribute \$729.00 per month per employee towards health and dental insurance premiums. Effective January 1, 2015, the City will increase its

current contribution toward medical insurance premiums for dependent coverage (employee plus one and full family) by \$75.00 per month.

- 13.2 IRS 125** - The City shall provide a program qualified under Section 125 of the Internal Revenue Code.
- 13.3 RETIREE MEDICAL** - Any employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. The City agrees to allow retirees to move on or off the City's medical insurance if carrier allows for such action.
- 13.4 HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. Up to two members from each Association may attend the meetings.

The Committee shall have access to information as necessary to carry out its purpose.

- 13.5 APPROVAL OF FUTURE PLAN CHANGES** - Both the City and the OFFA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City agrees that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority vote of members in all employee Associations (OCEA, OFFA, OPOA, and OMMA) and Unrepresented Employees. Each Association or unrepresented employee will vote and the majority results will be counted as that Associations choice to approve or disapprove the proposed change in health plan(s).

ARTICLE 14 - DEFERRED COMPENSATION

- 14.1 DEFERRED COMPENSATION** - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution.

ARTICLE 15 - RETIREMENT

- 15.1** The City has contracted with the Public Employee Retirement System (PERS) to provide retirement benefits outlined and attached.

15.2 PERS CONTRIBUTIONS:

- A. Classic: Classic Safety Members shall pay the nine percent (9%) CalPERS employee's contribution and an additional eleven and four tenths percent of (11.4%) of PERSable compensation toward the CalPERS employer's contribution for a total of twenty and four tenths percent (20.4%). The additional 11.4% "cost sharing" contribution shall become effective on the first day of the first full pay period after October 1, 2017. This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section 20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion will be credited to each employee's account under section 20516 (a). The City shall contact CalPERS to begin the contract amendment process within 90-days of adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.
- B. PEPRA: PEPRA Fire Members shall pay the employee's fifty percent (50%) of CalPERS normal cost as determined annually by CalPERS plus an additional eleven and four tenths percent (11.4%) of PERSable compensation toward the CalPERS employer's contribution. The additional 11.4% "cost sharing" contribution shall become effective on the first day of the first full pay period after October 1, 2017. This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section 20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516 (a). The City shall contact CalPERS to begin the CalPERS contract amendment within 90-days of adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.
1. Retroactivity:
- a. For the period of August 14, 2017 to October 1, 2017, or the effective date of the required cost sharing described in paragraph 2 above if the cost sharing pursuant to Section 20516 (f) is implemented after October 1, 2017, each employee shall receive the equivalent of a 10% salary reduction. Employees may elect to utilize accrued vacation, comp time, holiday pay, and/or a base salary reduction to achieve the 10% salary reduction equivalent. If the employee fails to elect an alternate reduction procedure, the City shall reduce the base salary by 10% for this period.

EPMC

Effective upon ratification and approval of the MOU, and except as otherwise provided below, bargaining unit employees will pay 4% of the EPMC. Effective October 1, 2014, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 6.5%. Effective July 1, 2015, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 9%.

Payments shall be made pre-tax.

All OFFA bargaining unit members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Notwithstanding the EPMC provisions stated above, effective January 1, 2013, and upon hire, all new OFFA bargaining unit members shall receive the 2.7% @ 57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as an individual who becomes a member of a public employee retirement system for the first time on or after January 1, 2013, and who was not a member of another public employee retirement system prior to that date, and who is not subject to reciprocity with another public employee retirement system.

- 15.3 PERS CONTRIBUTIONS AND PEPRA:** Notwithstanding the terms of this agreement, during the term of the MOU, the City reserves the right to reopen this Article (15 – Retirement), if the City's PERS Employer Contribution Cost rises above 29%.

ARTICLE 16 - WORK SCHEDULE

- 16.1** For the term of the MOU, the City agrees to maintain the current 48/96 work schedule, with the understanding that bargaining unit employees are required to provide a physician's note any time the employee calls in sick for one full shift (A full shift is defined as 48 consecutive hours at work.).

By agreeing to continue the 48/96 work schedule for the term of the MOU, the City expressly reserves the right to evaluate the efficiencies and cost of the 48/96 work schedule one year from the date the City Council approves and adopts the successor MOU. To the extent this evaluation leads the City to propose any changes to the 48/96 schedule, the parties agree to meet and confer as required by State law before any changes are implemented. The parties further expressly agree that should the meet and confer process called for under this paragraph lead to an impasse, the factfinding procedures established under California Government Code section 3500 et. seq. rather than the City's interest arbitration procedures under City Resolution 6040 shall apply. The parties further expressly agree that should factfinding be invoked, they will split the cost of the factfinding panel.

Holding for further discussion: The parties agree to meet and confer within the first 60 days after the MOU is ratified by City Council on moving to an alternative pay cycle, including the option of a 14-day pay cycle. Moving to an alternative pay cycle will only occur if there is mutual agreement between the parties.

16.2 SHIFT AND STATION SELECTION PROCEDURE - Shift and station shall be selected in order of classification seniority.

16.2.1 PROCEDURES:

1. The shift request will occur each year in October, prior to vacation selections.
2. Captains request first based on seniority.
3. Engineers request second based on seniority.
4. Firemen request last based on seniority.
5. The Chief reserves the right to deviate from this policy for the proper operation of the Department.

ARTICLE 17 - STAFFING LEVELS

The City shall maintain a minimum staffing level of three personnel (line staff) on duty.

Inclusion of this policy in this Memorandum of Understanding in no way effects the City's rights as delineated in Article 4 of this contract.

In the interest of Health and Safety of OFFA employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with department policy found in the Oroville Fire Department Policy and Procedures manual, Policy 1504.

Immediately following ratification and adoption of a successor labor agreement, the parties agree to meet and confer to discuss a change in staffing and acting assignment practices for the Fire Department. Specifically, in order to address and change the current Acting Pay practice in the Department, the City will propose committing to a daily staffing level of five employees per shift, made up of one captain, one lieutenant, two engineers and one fire fighter. Minimum staffing will remain at three and the Department will be obligated to have at least one officer- captain or lieutenant – on duty for each shift.

This agreement to meet and confer over changes to staffing and acting pay practices is made with the understanding that should the parties' discussions not result in an agreement, the City may proceed with implementation of its proposed changes without having to go through impasse resolution proceedings, and more specifically, interest arbitration.

ARTICLE 18 - PHYSICAL TRAINING TIME

18.1 PHYSICAL TRAINING TIME - Each employee will have ninety (90) minutes of physical training per day. Time of day shall be determined by the Captain and/or Battalion Chief. The physical training time and dress time shall not interfere with emergency operations.

ARTICLE 19 - HOLIDAY PAY

Each employee shall be credited for each holiday by eleven and two-tenths (11.2) hours of straight time pay.

19.1 The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The day before Christmas
- (12) Christmas Day, December 25

ARTICLE 20 - VACATION POLICY

20.1 VACATION ACCRUAL - Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

1 through 4 years	120 hours
5 through 11 years	168 hours
11.2 hours for each additional year to a maximum of 224 hours	

20.2 VACATION CARRYOVER - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to accrual ceiling may petition the Fire Chief and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Fire Chief has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation

was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

- 20.3** An employee who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 242.66, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 20.4 VACATION SIGNUP** - Vacation signup will be based on Department Seniority. Vacation signup shall be on an annual basis beginning in November to be concluded by December; vacation requested after November shall be granted on a first come first serve basis.

ARTICLE 21 - SICK LEAVE

- 21.1** Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of the immediate family of an employee, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.
- 21.2** An employee may be allowed a leave of absence from duty without loss of salary because of sickness or injury. Sick leave with pay is cumulative at the rate of eleven and two-tenths (11.2) hours for each month of service beginning the first calendar month following regular probationary employment.
- 21.3** An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.
- 21.4** Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 21.5** Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 21.6** Employees shall accumulate unused sick leave without limitation.
- 21.7 PHYSICIAN'S VERIFICATION OF ILLNESS** - Any employee who is absent on sick leave for three consecutive work days or more shall, at the request of the City, prior

to returning to duty, provide the City with a physician's statement verifying that the employee was examined during the absence and found.

1) To be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.

2) To be medically ready to return to full active employment status upon the date the employee returns.

21.8 SICK LEAVE INCENTIVE - If an employee works without using sick leave during the months of January 1 through June 30, or July 1 through December 31 the City shall grant twelve (12) hours of additional vacation pay for each period.

21.9 PERSONAL NECESSITY LEAVE - Subject to the same requirements of advance notice and approval, an employee may be granted a maximum of one shift (24 hours) leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes matter related to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

21.10 ABUSE OF SICK LEAVE - At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future absence for illness or injury the employee shall be required to provide the City with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work.

ARTICLE 22 - BEREAVEMENT LEAVE

22.1 BEREAVEMENT LEAVE - Employees who have completed six (6) months of service are entitled to receive up to one hundred and twenty hours (120) of bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Fire Chief of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or registered domestic partner.

ARTICLE 23 - MATERNITY LEAVE

23.1 MATERNITY LEAVE - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6.

ARTICLE 24 - MILITARY LEAVE

- 24.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 25 - UNPAID LEAVE

- 25.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Fire Chief may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approved by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.

ARTICLE 26 - JURY DUTY

- 26.1 JURY DUTY** - Every employee who is called or required to serve, as a trial juror shall, upon notification and appropriate verification submitted to their supervisor, be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court because of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury.

ARTICLE 27 - EDUCATION REIMBURSEMENT

- 27.1 EDUCATION REIMBURSEMENT** - Each employee shall have available for their use \$100.00 annual reimbursement to pay for registration, tuition, and materials required by their elective course, workshop, or seminar, based on the calendar year. Reimbursement will require successful completion, obtaining a "C" or better or a "PASS" grade for Pass/Fail courses. Documentation to this effect must be present. Elective courses shall conform to the definition of "Fire Department Related." Departmentally assigned courses shall not be deducted from the member's \$100.00 allocation.

27.2 COMPENSATORY TIME FOR EDUCATION (CTO-T) - Compensatory Time shall be granted to members for off duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to the maximum of 120 hours per year, with an accrual ceiling of 240 hours. In the event the 120 hours per year and/or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the cap. Elective courses are any courses the employee can demonstrate are directly related to the job performed and/or increasing department activities or capabilities, require approval by management and review for job-relatedness. Compensation will only be given for time spent in actual training or classroom setting.

Accrual of Education Earned Comp Time: Compensatory time earned through the attendance of an elective course shall be held in a separate comp time account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: employee leaving the Department may NOT cash in unused balance of CTO-T. Exception: Upon retirement.

Compensatory time earned through course or training attendance at the request of the Department resulting in an overtime situation by analogy to Article 7.1 shall be credited by the rate one and one-half (1 ½). Such compensatory time shall be taken as time off only, but subject to payoff upon retirement. However, in the event the 120 hours per year or the 240 accrual ceiling has reached its maximum, members will then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the caps. Exception: HAZ-MAT Team personnel have the option for pay on required Department HAZ-MAT Team monthly meetings.

27.3 EDUCATION INCENTIVE PAY:

Effective July 1, 2014, bargaining unit employees become eligible for the following incentive pays: (Actual payment begins the pay period following the employee establishing the minimum requirements specified below:

Education Pay:

60 Units/AA/AS- \$125.00 per month.
BA/BS - \$250.00 per month.

ARTICLE 28 - PROBATION

28.1 All new hire appointments to positions in the OFFA shall be subject to a probationary period of 18 months of service, and serves at the will of the City. All

promotional appointments to positions in the OFFA shall be subject to a probationary period of 6 months of service, and shall have no right to appeal failure of a promotional probation. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.

- 28.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) The use of the Grievance Procedure to grieve termination.
 - 2) The City may agree to extend the probationary period for not more than 6 months and will notice the employee in writing of their intent to extend probation and the date in which the probation period ends. The OFFA shall be notified of all probation extensions.
 - 3) Probation may be extended for the same time as any leaves of absence.
- 28.3** In the event an employee is promoted and is rejected, they shall be reinstated to the position that they previously held at the time of promotion.

ARTICLE 29 - SENIORITY

- 29.1 OVERALL SENIORITY** - "Overall Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the City.
- 29.2 CLASSIFICATION SENIORITY** - "Classification Seniority" is defined as the total time served in the classification or higher classification within the department.
- 29.3 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 29.4 SENIORITY LIST** - The Department shall provide a seniority list to the OFFA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 30 - LAYOFF AND REEMPLOYMENT

- 30.1 LAYOFF** - Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the council. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

30.2 NOTIFICATION OF LAYOFFS

30.3.1 NOTICE LETTERS - As soon as the Council determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 6.1 above, the City will notify the OFFA by letter, along with information concerning the specific positions that may be eliminated or reduced. The City will send a second letter to the OFFA as soon as the City decides to recommend to the Council that a layoff occur.

30.3.2 MEET AND CONFER - As soon as possible following the sending of either letter, the City and the OFFA will meet and confer to discuss the impact of layoffs.

ARTICLE 31 - LAYOFF PROCEDURE

31.1 ORDER OF LAYOFF - Whenever an employee is laid off, the order of layoff within the classification shall be the employee employed the shortest time in the classification plus higher classification within the department.

31.2 BUMPING RIGHTS - An employee who is laid off from a higher classification within the department shall have return rights to a previously held classification within the bargaining unit.

ARTICLE 32 - LIGHT DUTY

32.1 LIGHT DUTY - Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 33 - DISCIPLINE

33.1 Discipline - The City may discharge, demote or suspend any employee who has completed the specified probationary period for cause, including, but not limited to: dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs,

disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the OFFA shall have the right to appeal the case through the Grievance Procedure. Probationary employees may be discharged for any reason, which, in the sole opinion of the City, is just and sufficient and such discharge shall not be subject to appeal.

33.2 Presumption of Delivery - Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the member. In the event that any notice is sent to an employee by certified mail, return receipt requested the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the City.

33.3 Departmental Action Prior to Imposition of Discipline - Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against permanent employees, the Department Head shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head proposing disciplinary action prior to the effective date of such disciplinary action.

33.4 Notice of Disciplinary Action - Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

- A. A statement of the disciplinary action to be taken against the employee,
- B. A summary of the facts upon which the disciplinary action is based,
- C. A statement advising the employee that written notice of the disciplinary action is to be placed in their official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, and sent to the last known address, which the employee has furnished the City.

33.5 Appeals of Discipline for Permanent Members - An employee may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance and Arbitration Procedure within ten (10) days of receiving the Notice of Disciplinary Action.

ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

- 34.1 PURPOSE** - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- 34.1.1** To resolve grievances informally at the lowest possible level.
- 34.1.2** To provide an orderly procedure for promptly reviewing and resolving grievances.
- 34.2 DEFINITIONS**
- 34.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- 34.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.
- 34.2.3** As used in this procedure the term "party" means an employee, the Association or the City.
- 34.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OFFA.
- 34.3 TIME LIMITS** - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.
- 34.4 PRESENTATION** - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four City employees may participate while on duty, whether grievant(s), representatives, or witnesses, unless otherwise approved by the City. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.
- 34.5 EMPLOYEE RIGHTS** - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed personally by the employee on all appeals.
- 34.6 APPLICATION** - Grievances shall be brought through this Article.
- 34.7 INFORMAL DISCUSSION** - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.

34.8 PROBLEM-SOLVING COMMITTEE - All grievances must be submitted to the Problem-Solving Committee prior to filing a formal grievance, all grievance time lines shall be tolled during the problem solving process. The Problem-Solving Committee shall have as its charge the responsibility of identifying the source and character of the problem and to recommend solutions to the Department, and to the City Administrator or designee. If a resolution is not reached within thirty (30) calendar days, then the grievant may proceed to the formal grievance process.

34.9 FORMAL GRIEVANCE - STEP 1

34.9.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

34.9.1.1 Ten (10) calendar days after the event or circumstances occasioning the grievance; or

34.9.1.2 Ten (10) calendar days of the decision rendered in the informal grievance procedure.

34.9.2 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

34.9.3 Within ten (10) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

34.10 FORMAL GRIEVANCE - STEP 2 - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) calendar days to the Fire Chief or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

34.10.1 Within ten (10) calendar days after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

34.11 FORMAL GRIEVANCE – STEP 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) calendar days to the City Administrator. The Association or designee may represent the grievant.

34.11.1 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) calendar days of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) calendar days following the grievance hearing.

- 34.12 ARBITRATION – STEP 4** - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) calendar days of receipt of the Step 3 decision.
- 34.13 RESPONSE** - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
- 34.14 COPY OF DECISION** - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.
- 34.15 ASSIGNMENT OF AN ARBITRATOR** - An arbitrator shall be jointly selected by the parties within ten days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.
- 34.16 DECISION** - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.
- 34.17 COSTS** - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OFFA shall not be charged any witness fees for City employees.
- 34.18 WITNESSES** - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING

- 35.1 RANDOM TESTING** - OFFA agrees to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy

Statement, the City may not make any changes in the Policy or its application relative to employees represented by OFFA without written mutual agreement of the parties.

ARTICLE 36 - FIREFIGHTER CODE OF ETHICS

OFFA members shall abide by the Firefighter Code of Ethics attached hereto as Exhibit "C".

ARTICLE 37 - PERSONNEL FILE

The City and OFFA agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow employees represented by OFFA to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file from which evidence is admissible in any disciplinary matter. There shall be no documents placed in the personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Article.

A log shall be maintained in the front of each individual personnel file that shall indicate each person, including the employee, the date, and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline or any other topic placed in an employee's personnel file shall be given to the employee.

ARTICLE 38 - BULLETIN BOARD

BULLETIN BOARD - A bulletin board shall be provided to the OFFA for use of Association business.

ARTICLE 39 - PEACEFUL PERFORMANCE

The OFFA and employees agree that they will not engage in any strike, sympathy strike, slowdowns, or other concerted withholding of services. In the event of any such activity, the OFFA will take any such activity to a cessation immediately. The Association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct, which may lead to discipline up to, and including, termination.

ARTICLE 40 - SAVINGS CLAUSE

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted by legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 41 - ZIPPER CLAUSE

This Memorandum constitutes the whole agreement between the City of Oroville and the OFFA. There exists no other agreement or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OFFA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OFFA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 42 - TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective August 1, 2017 and shall remain in effect through June 30, 2018 and shall continue in full effect until a successor agreement is reached. Either party may request in writing to begin negotiations for a successor Memorandum of Understanding.

This memorandum has been amended by the City Council of the City of Oroville on October 17, 2017.

OFFA



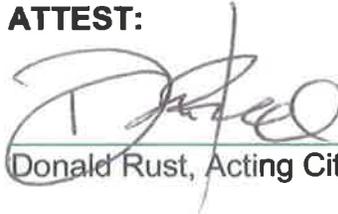
Chris Tenna, OFFA President

CITY OF OROVILLE



Linda L. Dahlmeier, Mayor

ATTEST:

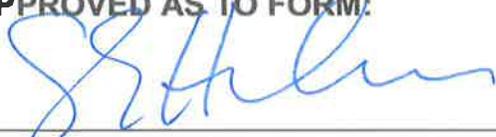


Donald Rust, Acting City Clerk



Bob Jarvis, Labor Representative

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

**OFFFA MOU
ARTICLE 15**

PERS

**RETIREMENT
BENEFITS**

Actuarial and Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device For
The Deaf - (916) 795-3240
(888) 225-7377; FAX (916) 795-3005

A. Employer : City of Oroville
County Of : Butte

Items: =====
Group 3
Group 4

B. Employer Code 0439
Group Name 74002 Fire W/O SS FULL
Group Effective Date 10/01/1968

C. Social Security Coverage NA
Effective Date
Division Date
Termination Date

D. Retirement Coverage
Formula 2% @ 50
Contribution Rate 9.0% All Earnings
EE Cost Share / 20614 0.000%
Total EE Rate 9.0%
Modification Factor In Excess of \$.00 (per month)

E. Employer Contribution
Rate 15.555%
Effective Date 07/01/2010

Actuarial and Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device For
The Deaf - (916) 795-3240
(888) 225-7377; FAX (916) 795-3005

A. Employer : City of Oroville
County Of : Butte

Items: =====
Group 3
Group 4
=====

F. Benefits/Effective Date

- 1 FC 1 Year
09/22/1995
- 2 PRSA 50%
04/16/1979
- 3 Sick Leave Credit
12/25/2000
- 4 Military Stats 76
07/01/2005
- 5 DR 50% Max.
04/16/1979
- 6 Retired DB \$500
12/01/1969
- 7 COLA 2%
04/01/1971
Base Year: 04/01/1971
- 8 2 Yrs Addl Service
07/01/1993
- 9 Public Srvc Layoff
07/01/2005

Actuarial and Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device For
The Deaf - (916) 795-3240
(888) 225-7377; FAX (916) 795-3005

A. Employer : City of Oroville
County Of : Butte

=====
Items :
=====
Group 3
=====
Group 4
=====

10 PRSA Continues
01/01/2000

11 Pre-Ret Opt 2W
07/01/2005

12 Military Retiree
07/01/2005

13 DB Continues
01/01/2000

14 59 Surv Ben Level 4
04/29/2002

15 Peace Corps: VISTA
07/01/2005

16 Prior Service Credit
10/01/1968
Prior Service: 100%
Reason:

17 Combo Inc
03/03/1980

G. Reclass To Safety/Effective Date

Annual Employer Statement

Actuarial and Employer Services Division
P.O. Box 942709
Sacramento, CA 94229-2709
Telecommunications Device For
The Deaf - (916) 795-3240
(888) 225-7377; FAX (916) 795-3005

A. Employer : City of Oroville

County Of : Butte

Items: Group 3

Group 4

NA

**CITY OF OROVILLE PERS BENEFITS
PURUANT TO THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT LAW
GROUP 1 - MISCELLANEOUS
GROUP 2 - POLICE
GROUP 3 - FIRE**

20042. FINAL COMPENSATION 1 YEAR (GROUPS 1, 2 & 3)

On the election of a contracting agency, other than a county superintendent of schools with respect to a contract under Chapter 6(commencing with Section 20610), "final compensation" for a local member employed by that agency whose retirement is effective or whose death occurs after the date of the election and with respect to benefits based on service to the agency shall be computed under Section 20037 but with the substitution of the period of one year for three consecutive years. An election under this section shall be made by amendment to the contracting agency's contract made in the manner prescribed for approval of contracts, except that an election among the employees is not required, or by express provision of the contract if exercised at the time of approval of a contract.

21624. SAFETY POST RETIREMENT SURVIVOR ALLOWANCE (PRSA 50%) (GROUPS 2 & 3)

Upon the death of a patrol, state peace officer/firefighter, or state safety member whose retirement for service or disability is effective on or after April 1, 1973, a monthly allowance derived from employer contributions equal to a percentage of the amount of his or her retirement allowance as it was at his or her death based on service credited to him or her as a member subject to this section, but excluding any portion of the retirement allowance derived from additional contributions of the member, shall be paid to the surviving spouse throughout life. The percentage shall be 25 percent for an allowance based on service for which the allowance is reduced because the service was also covered under the federal system and 50 percent for an allowance based on any other service. If there is no surviving spouse, or upon the death of the surviving spouse, the allowance shall be paid collectively to every unmarried child of the deceased member who has not attained age 18, or who is disabled by a condition that disabled that child prior to attaining age 18 and that has continued without interruption after age 18, until the disability ceases. If, at the time of the retired member's death, there is no eligible surviving spouse or children, the allowance shall be paid to a parent, or collectively to parents, of the deceased member dependent upon him or her for support. If, on the effective date of his or her retirement, the member has no surviving spouse, eligible children, or dependent parents and elected an optional settlement, no allowance under this section shall be paid.

"Surviving spouse," for purposes of service retirements subject to this section, means a husband or wife who was married to the member for a continuous period beginning at least one year prior to his or her retirement and ending on the date of his or her death and, for purposes of disability retirements subject to this section, means a husband or wife who was married to the member on the date of his or her retirement and continuously to the date of his or her death.

21626. MISC. POST RETIREMENT SURVIVOR ALLOWANCE (PRSA 50%) (GROUP 1)

"Member" for purposes of Section 21624 also includes those local miscellaneous members and local safety members who on March 31, 1973 were subject to former Sections 21264, as amended by Chapter 249 of the Statutes of 1971 and 21264.1, as added by Chapter 150 of the Statutes of 1971, as those sections read prior to their repeal on April 1, 1973. "Member" shall not include any other local miscellaneous or local safety member or apply to any contracting agency employing the member until the agency elects to be subject to Section 21624 by amendment to its contract made in the manner prescribed for approval of contracts, except that an election among employees shall not be required or, in the case of contracts made on or after April 1, 1973, by express provision of the contract. The election may be exercised separately with respect to local safety members who are firefighters, local safety members who are police officers, local safety members other than police officers or firefighters, and local miscellaneous members. The operative date of Section 21624 for purposes of application to that section to those local members shall be the effective date of the contract or contract amendment.

"Surviving spouse" shall mean, for a member subject to Section 21624, who retires for disability retirement on or after January 1, 1995 a husband or wife who was married to the member on the date of his or her retirement and continuously to the date of his or her death.

21626.5. For purposes of Section 21624, 21626, 21627, 21629, or 21630, a surviving domestic partner shall be treated in the same manner as a surviving spouse if either:

- a) The domestic partnership was registered for one year prior to the member's service retirement date or at the disability retirement date and continuously until the date of the member's death.
- b) The member retired prior to January 1, 2006, and both the member and his or her domestic partner, who currently are in a state-registered domestic partnership, sign an affidavit stating that, at the time prescribed by the retirement system for married spouses to qualify for survivor continuance, the member and the domestic partner would have qualified to be registered as domestic partners pursuant to Section 297 of the Family Code.

20965. SICK LEAVE CREDIT (GROUPS 1, 2 & 3)

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer. The certification shall report only those days of unused sick leave that were accrued by the member during the normal course of his or her employment and shall not include any additional days of sick leave reported for the purpose of increasing the member's retirement benefit. Reports of unused days of sick leave shall be subject to audit and retirement benefits may be adjusted where improper reporting is found.

This section shall not apply to any contracting agency nor to the employees of a contracting agency until the agency elects to be subject to this section by contract or by amendment to its contract made in the manner prescribed for approval of contracts, except that an election among the employees is not required, or, in the case of contracts made after September 26, 1974, by express provision in the contract making the contracting agency subject to this section. This section shall only apply to members who retire after the effective date of the contract amendments.

21024. MILITARY STATS 76 (GROUPS 1, 2 & 3)

- a) "Public service" with respect to a local member, other than a school member, also means active service with the Armed Forces or the Merchant Marine of the United States, including time during any period of rehabilitation afforded by the United States government other than a period of rehabilitation for purely educational purposes, and for six months thereafter prior to the member's first employment by the employer under this section in which he or she was a member.
- b) Any member electing to receive credit for that public service shall make the contributions as specified in Sections 21050 and 21052. However, any eligible member who requests costing of service credit between January 1, 2001, and December 31, 2003, may, instead of making those contributions, make the payment calculated under this article as it read on December 31, 2000, which payment shall be made in the manner described in Section 21050.
- c) The public service under this section shall not include military service (1) in any period for which credit is otherwise given under this article or Article 4 (commencing with Section 20990) or (2) to the extent that total credit under this section would exceed four years.
- d) Notwithstanding Section 21034, a member may select which of two or more periods of service entitles him or her to receive public service under this section.
- e) This section shall apply to a member only if he or she elects to receive credit while he or she is in state service in the employment of one employer on or after the date of the employer's election to be subject to this section.
- f) This section shall not apply to any contracting agency nor to the employees of any contracting agency until the agency elects to be subject to this section by amendment to its contract made in the manner prescribed for approval of contracts or in the case of contracts made after this section takes effect, by express provision in the contract making the contracting agency subject to this section. The amendments to this section made during the second year of the 1999-2000 Regular Session shall apply to contracts subject to this section on January 1, 2001.

21427. DISABILITY RETIREMENT 50% MAX. (GROUPS 1, 2 & 3)

The disability retirement allowance of a local miscellaneous and local safety member whose effective date of retirement for nonindustrial disability is after June 14, 1975, and whose last employment preceding retirement was with an employer subject to this section shall be increased by an amount that, when added to the disability retirement allowance otherwise payable under this part will make his or her disability retirement allowance, exclusive of the annuity payable from accumulated additional contributions, equal to 30

percent of final compensation if he or she has five years of service plus 1 percent of final compensation for each year of service in excess of five years to a maximum of 50 percent of final compensation.

In no event shall the disability retirement pension be more than sufficient to make the disability allowance equal the service retirement allowance, exclusive of any annuity purchased by accumulated additional contributions, receivable by the member were he or she to continue in service and retire at age 60.

The added amount payable under this section shall be a liability solely of employers subject to this section. In the case of a member who has service with more than one employer, the liability for the disability retirement pension provided by this section shall be apportioned on the basis of the member's service to any employers who have elected to be subject to this section.

This section shall not apply to any contracting agency nor to the employees of any contracting agency unless and until the agency elects to be subject to the provisions of this section by amendments to its contract made in the manner prescribed for approval of contracts, except that an election among the employees is not required, or, in the case of contracts made after June 14, 1975, by express provision in the contract making the contracting agency subject to the provisions of this section.

This section shall only apply to members who retire for disability on and after the date the agency elects to be subject to this section.

21151. INDUSTRIAL DISABILITY RETIREMENT (GROUPS 1, 2 & 3)

a) Any patrol, state safety, state industrial, state peace officer/firefighter, or local safety member incapacitated for the performance of duty as the result of an industrial disability shall be retired for disability, pursuant to this chapter, regardless of age or amount of service.

b) This section also applies to local miscellaneous members if the contracting agency employing those members elects to be subject to this section by amendment to its contract.

c) This section also applies to all of the following:

(1) State miscellaneous members employed by the Department of Justice who perform the duties now performed in positions with the class title of Criminalist (Class Code 8466), or Senior Criminalist (Class Code 8478), or Criminalist Supervisor (Class Code 8477), or Criminalist Manager (Class Code 8467), Latent Print Analyst I (Class Code 8460), Latent Print Analyst II (Class Code 8472), or Latent Print Supervisor (Class Code 8473).

(2) State miscellaneous members employed by the Department of the California Highway Patrol who perform the duties now performed in positions with the class title of Communications Operator I, California Highway Patrol (Class Code 1663), Communications Operator II, California Highway Patrol (Class Code 1664), Communications Supervisor I, California Highway Patrol (Class Code 1662), or Communications Supervisor II, California Highway Patrol (Class Code 1665).

(3) State miscellaneous members whose disability resulted under the conditions specified in Sections 20046.5 and 20047.

(4) State miscellaneous members in State Bargaining Unit 12 employed by the Department of Transportation, if a memorandum of understanding has been agreed to by the state employer and the recognized employee organization making this paragraph applicable to those members.

d) This section does not apply to local safety members described in Section 20423.6, unless this section has been made applicable to local miscellaneous members pursuant to subdivision (b).

e) This section does not apply to state safety members described in Section 20401.5.

21620. RETIRED DEATH BENEFIT \$500 (GROUPS 1, 2 & 3)

a) Upon the death of any person, after retirement and while receiving a retirement allowance from this system, there shall be paid to his or her beneficiary as he or she shall nominate by written designation duly executed and filed with the board, the sum of five hundred dollars (\$500), to be provided from contributions by the state or contracting agency, as the case may be.

b) This section shall apply to all contracting agencies and to the employees of those agencies.

21329. COST OF LIVING ADJUSTMENT (COLA) 2% (GROUPS 1, 2 & 3)

The adjustments provided by this article are subject to the following limitations:

a) No adjustment shall be made for any year for which the adjustment is less than 1 percent of the base allowance, and the adjustment for any year shall not exceed 6 percent of the base allowance.

b) No monthly allowance in any year may exceed an amount equal to the base allowance increased by 2 percent per year compounded for the number of years intervening between the end of the base year and the beginning of the calendar year in which the adjustment is made.

c) No monthly allowance in any year shall be less than the base allowance.

d) No adjustment shall be made in any year in which the actuarial interest rate is less than 4.5 percent.

20903. TWO YEARS ADDITIONAL SERVICE CREDIT (GROUPS 1, 2 & 3)

Notwithstanding any other provisions of this part, when the governing body of a contracting agency determines that because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency would be served, a local member shall be eligible to receive additional service credit if the following conditions exist:

a) The member is employed in a job classification, department, or other organizational unit designated by the governing body of the contracting agency and retires within any period designated in and subsequent to the effective date of the contract amendment, or any additional period or periods designated in any subsequently adopted resolution of the governing body of the contracting agency, provided the period is not less than 90 days nor more than 180 days.

b) The governing body agrees that the added cost to the retirement fund for all eligible employees who retire during the specified period shall be included in the contracting agency's employer contribution rate, as determined by Section 20814.

c) The governing body shall certify that it is electing to exercise the provisions of this section, because of impending mandatory transfers,

demotions, and layoffs that constitute at least 1 percent of the job classification, department, or organizational unit as designated by the governing board, resulting from the curtailment of, or change in the manner of performing, its services.

d) The governing body shall certify that it is its intention at the time that this section is made operative that if any early retirements are granted after receipt of service credit pursuant to this section, that any vacancies thus created or at least one vacancy in any position in any department or other organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the workforce of the department or organizational unit.

e) The amount of additional service credit shall be two years regardless of credited service.

f) This section is not applicable to any member otherwise eligible if the member receives any unemployment insurance payments during the specified period.

g) Any member who qualifies under this section, upon subsequent reentry to this system shall forfeit the service credit acquired under this section.

h) This section does not apply to any member who is not employed by the contracting agency during the period designated in subdivision (a) and who has less than five years of service credit.

i) This section does not apply to any contracting agency unless and until the agency elects to be subject to the provision of this section by amendment to its contract made in the manner prescribed for approval of contracts, except an election among the employees is not required, or, in the case of contracts made after January 1, 2000, by express provision in the contract making the contracting agency subject to the provisions of this section. Before adopting this provision, the governing body of a contracting agency shall, with timely public notice, place the consideration of this section on the agenda of a public meeting of the governing body, at which time disclosure shall be made of the additional employer contributions, and the funding therefore, and members of the public shall be given the opportunity to be heard. The matter may not be placed on the agenda as a consent item. Only after the public meeting may the governing body adopt this section. The governing body shall also comply with the requirements of Section 7507. The employer shall notify the board of the employer's compliance with this subdivision at the time of the governing body's application to adopt this section.

j) The contracts of contracting agencies that adopted the provisions of former Section 20903, prior to the repeal of that section on January 1, 1999, shall remain in full force and effect in accordance with their terms and the terms of this section. Notwithstanding subdivision (i), those contracting agencies need not amend their contracts or otherwise comply with the requirements of subdivision (i) to be subject to this section. Without limiting the foregoing, eligibility periods under subdivision (a) of former Section 20903, designated by the governing body of a contracting agency by resolution pursuant to the terms of its contract or contract amendment, shall remain in effect in accordance with their terms as if designated pursuant to this section.

k) Notwithstanding Section 20790, an election to become subject to this section may not exclude an agency from the definition of "employer" for purposes of Section 20790.

21022. "PUBLIC SERVICE" - LAYOFF PERIOD - LOCAL MEMBER (GROUPS 1, 2 & 3)

"Public service," with respect to a local member, who is a full-time employee, also means any time on or after January 1, 1981, but not to exceed 12 months, during which the local member is laid off. In the event the member becomes subject to membership through employment in another member classification during the layoff period, any service credit accumulated through and contributions associated with the intervening employment shall be revoked upon election by the member to purchase public service credit as provided by this section. The service credit provided by this section shall not exceed one year for each layoff period and shall be provided to any person who:

(1) returns within 12 months of the date of layoff to full-time employment under the procedures of the employer for returning laid-off employees to work; (2) elects to purchase the public service credit within three years of return to work or the effective date of the contract amendment to become subject to this section; and (3) redeposit any contributions which had been withdrawn at the commencement of, or during, the period of the layoff.

This section shall not apply to any contracting agency nor to the employees of a contracting agency until the agency elects to be subject to this section by contract or by amendment to its contract made in the manner prescribed for approval of contracts.

21635. POST-RETIREMENT SURVIVOR ALLOWANCE - EFFECT OF SURVIVING SPOUSE REMARRIAGE (GROUPS 1, 2 & 3)

Notwithstanding any other provisions of this part, survivor continuance allowances payable to surviving spouses upon death after retirement of a member do not cease upon remarriage if the remarriage occurs on or after January 1, 1985, in the case of local members of contracting agencies that elected to be subject to this section, or all members on or after January 1, 2000. However, pursuant to Section 22822, the surviving spouse may not add the new spouse or stepchildren as family members under the continued health benefits coverage of the surviving spouse. The survivor continuance allowance shall be restored if that allowance has been discontinued upon the spouse's remarriage prior to January 1, 2000.

a) The allowance shall be resumed on January 1, 2000, or the first of the month, following receipt by the board of a written application from the spouse for resumption of the allowance, whichever is later.

b) The amount of the benefits due shall be calculated as though the allowance had never been discontinued because of remarriage, and is not payable for the period between the date of discontinuance because of remarriage and the effective date of resumption.

c) The board has no duty to identify, locate, or notify a spouse who previously had his or her allowance discontinued because of remarriage.

21548. PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFIT (GROUPS 1, 2 & 3)

a) The surviving spouse of a member who has attained the minimum age for voluntary service retirement applicable to the member in his or her last employment preceding death, and who is eligible to receive an allowance pursuant to Section 21546, shall instead receive an allowance that is equal to the amount that the member would have received if the member had been

retired from service on the date of death and had elected optional settlement 2 and Section 21459.

b) The surviving spouse of a member who has attained the minimum age for voluntary service retirement applicable to the member in his or her last employment preceding death, and who is eligible to receive a special death benefit in lieu of an allowance under Section 21546, may elect to instead receive an allowance that is equal to the amount that the member would have received if the member had been retired from service on the date of death and had elected optional settlement 2 and Section 21459.

c) If the member made a specific beneficiary designation under Section 21490, the allowance under this section shall be based only on that portion of the amount the member would have received described in subdivision (a) or (b) that would have been derived from the nonmember spouse's community property interest in the member's contributions and service credit.

d) The allowance provided by this section shall be payable as long as the surviving spouse lives. Upon the death of the surviving spouse, the benefit shall be continued to minor children, as defined in Section 6500 of the Family Code, or a lump sum shall be paid as provided under circumstances specified in Section 21546 or in Sections 21541 and 21543, as the case may be.

e) The allowance provided by this section shall be paid in lieu of the basic death benefit, but the surviving spouse qualifying for the allowance may elect before the first payment on account of it to receive the basic death benefit in lieu of the allowance.

f) This section shall apply with respect to state members whose death occurs on and after July 1, 1976.

g) All references in this code to Section 21546 shall be deemed to include this section in the alternative.

h) This section shall not apply to any contracting agency nor to the employees of any contracting agency unless and until the agency elects to be subject to this section by amendment to its contract made in the manner prescribed for approval of contracts, except that an election among the employees is not required, or, in the case of contracts made after January 1, 1985, by express provision in the contract making the contracting agency subject to this section.

21027. "PUBLIC SERVICE" - MILITARY SERVICE - RETIRED LOCAL MEMBER (GROUPS 1, 2 & 3)

a) "Public service" with respect to a local member who retired pursuant to this part before the effective date of the election of his or her employer to be subject to Section 21024 also means active service with the Armed Forces or the Merchant Marine of the United States, including time during any period of rehabilitation afforded by the United States government other than a period of rehabilitation for purely educational purposes, and for six months thereafter prior to the person's first employment by the employer under this section in which he or she was a member.

b) Any retired person electing to receive credit for that public service shall make the contributions as specified in Sections 21050 and 21052. However, any eligible member who requests costing of service credit between January 1, 2001, and December 31, 2003, may, instead of making those contributions, make the payment calculated under this article as it read on December 31, 2000, which payment shall be made in the manner described in Section 21050.

c) The public service shall not include military service (1) in any period for which credit is otherwise given under this article or Article 4 (commencing with Section 20990) or (2) to the extent that total credit under this section would exceed four years.

d) Notwithstanding Section 21034, a retired person may select which of two or more periods of service entitles him or her to receive public service under this section.

e) This section shall apply to a retired person only if he or she retired immediately following service as a local member, pursuant to this part, and before the effective date of the election by his or her employer to be subject to Section 21024.

f) The retirement allowance of a retired person who elects to receive service credit pursuant to this section shall be increased only with respect to the allowance payable on and after the effective date of the election.

g) This section shall not apply to any contracting agency nor to the employees of any contracting agency until the agency has elected to be subject to Section 21024 and elects to be subject to this section by amendment to its contract made in the manner prescribed for approval of contracts or, in the case of contracts made after January 1, 1988, by express provision in the contract making the contracting agency subject to both Section 21024 and this section.

The amendments to this section made during the second year of the 1999-2000 Regular Session shall apply to contracts subject to this section on January 1, 2001.

**21551. BENEFITS PAYABLE TO SURVIVING SPOUSE; RESTORATION;
CONTINUATION UPON REMARRIAGE (GROUPS 1, 2 & 3)**

Notwithstanding any other provision of this part, the benefits payable to a surviving spouse pursuant to Sections 21541, 21546, 21547, 21548, and Article 3 (commencing with Section 21570), do not cease upon remarriage if the remarriage occurs on or after September 19, 1989, for surviving spouses of deceased state members, January 1, 1991, for surviving spouses of deceased school members, upon the date a contracting agency elected to be subject to this section for deceased local members, or January 1, 2000, for spouses of deceased local members if the contracting agency has not elected to be subject to this section. Any surviving spouse who elected the reduction specified in Section 21500 as it read prior to January 1, 2000, shall be restored to the lifetime allowance to which he or she was originally entitled effective September 19, 1989, for state members, January 1, 1991, for school members, upon the date a contracting agency elected to be subject to this section, or January 1, 2000, if the contracting agency has not elected to be subject to this section.

Pursuant to Section 22822, the surviving spouse who remarries may not enroll his or her new spouse or stepchildren as family members under the continued health benefits coverage of the surviving spouse. Any surviving spouse whose allowance has been discontinued as a result of remarriage prior to the effective date of this section shall have that allowance restored and resumed on January 1, 2000, or the first of the month, following receipt by the board of a written application from the spouse for resumption of the allowance, whichever is later. The amount of the benefits due shall be calculated as though the allowance had never been reduced or discontinued because of remarriage, and is not payable for the period between the date of

discontinuance because of remarriage and January 1, 2000. The board has no duty to identify, locate, or notify a spouse who previously had his or her allowance discontinued because of remarriage.

**21574. 1959 SURVIVOR ALLOWANCE - FOURTH LEVEL - LOCAL MEMBER
(GROUPS 1, 2 & 3)**

a) In lieu of benefits provided in Section 21571, 21572, or 21573, if the death benefit provided by Section 21532 is payable on account of a local member's death that occurs under circumstances other than those described in subparagraph (F) of paragraph (1) of subdivision (a) of Section 21530, or if an allowance under Section 21546 is payable, the payment pursuant to subdivision (b) shall be made in the following order of priority:

(1) The surviving spouse of the member, who has the care of unmarried children, including stepchildren, of the member who are under 22 years of age, or are incapacitated because of disability that began before and has continued without interruption after the attainment of that age.

(2) The guardian of surviving unmarried children, including stepchildren, of the member who are 22 years of age or are so incapacitated.

(3) The surviving spouse of the member, who does not qualify under paragraph (1).

(4) Each surviving parent of the member.

b) Regardless of the benefit provided by Section 21532 and of the beneficiary designated by the member under that section, or regardless of the allowance provided under Section 21546, the following applicable 1959 survivor allowance, under the conditions stated and from contributions of the contracting agency, shall be paid:

(1) A surviving spouse who was either continuously married to the member for at least one year prior to death, or was married to the member prior to the occurrence of the injury or onset of the illness that resulted in death, and has the care of unmarried children, including stepchildren, of the deceased member who are under 22 years of age or are so incapacitated, shall be paid one thousand nine hundred dollars (\$1,900) per month if there is one child or two thousand two hundred eighty dollars (\$2,280) per month if there are two or more children. If there also are children who are not in the care of the surviving spouse, the portion of the allowance payable under this paragraph, assuming that these children were in the care of the surviving spouse, that is in excess of nine hundred fifty dollars (\$950) per month, shall be divided equally among all those children and payments made to the spouse and other children, as the case may be.

(2) If there is no surviving spouse, or if the surviving spouse dies, and if there are unmarried children, including stepchildren, of the deceased member who are under 22 years of age or are so incapacitated, or if there are children not in the care of the spouse, the children shall be paid an allowance as follows:

A) If there is only one child, the child shall be paid nine hundred fifty dollars (\$950) per month.

B) If there are two children, the children shall be paid one thousand nine hundred dollars (\$1,900) per month divided equally between them.

C) If there are three or more children, the children shall be paid two thousand two hundred eighty dollars (\$2,280) per month divided equally among them.

(3) A surviving spouse who has attained or attains the age of 60 years, and who was either continuously married to the member for at least one year prior to death, or was married to the member prior to the occurrence of the injury or onset of the illness that resulted in death, shall be paid nine

hundred fifty dollars (\$950) per month. No allowance shall be paid under paragraph (1), or while an allowance is being paid under subparagraph (C) of paragraph (2). The allowance paid under this paragraph shall be three hundred eighty dollars (\$380) per month while an allowance is being paid under subparagraph (B) of paragraph (2).

(4) If there is no surviving spouse or surviving child who qualifies for the 1959 survivor allowance, or if the surviving spouse dies and there is no surviving child, or if the surviving spouse dies and the children die or marry or, if not incapacitated, reach 22 years of age, each of the member's dependent parents who has attained or attains the age of 60 years, and who received at least one-half of his or her support from the member at the time of the member's death, shall be paid nine hundred fifty dollars (\$950) per month.

c) "Stepchildren," for purposes of this section, shall include only stepchildren of the member living with the member in a regular parent-child relationship at the time of the death of the member.

d) This section shall only apply to members of a contracting agency that, by amending its contract, first elects effective on or after January 1, 1994, to make this section applicable to local members employed by the agency. On and after January 1, 1994, contracting agencies already subject to Section 21571, 21572, or 21573 may elect by contract amendment to be subject to this section. A public agency first contracting with the board or amending its contract to remove exclusions of member classifications on or after July 1, 2001, shall include this section or Section 21574.5 in its contract. All assets and liabilities of all contracting agencies subject to this section, and their employees, on account of benefits provided under this article shall be pooled into a single account, and a single employer rate shall be established to provide benefits under this section on account of members employed by a contracting agency that is subject to this section.

e) The rate of contribution of an employer subject to this section shall be calculated using the term insurance valuation method. If a contracting agency that is subject to this section has a surplus in its 1959 survivor benefit account as of the date the contracting agency becomes subject to this section, the surplus shall be applied to reduce its rate of contribution. If a contracting agency that is subject to this section has a deficit in its 1959 survivor benefit account as of the date the contracting agency becomes subject to this section, its rate of contribution shall be increased until the deficit is paid.

f) This section or Section 21574.5 shall apply to public agencies, employing eligible school safety members as defined in Section 20444, that first contract with the board on or after July 1, 2001.

g) At the time the single benefit level provided under Section 21574.5 exceeds the single benefit level provided under this section, no new contracts or amendments to contracts shall provide for the benefits under this section.

21023.5. "PUBLIC SERVICE" - TIME AS VOLUNTEERS

a) "Public service" for purposes of this article also means time served, not to exceed three years, as a volunteer in the Peace Corps, AmeriCorps VISTA (Volunteers In Service To America), or AmeriCorps.

b) This section shall not apply to any contracting agency nor to the employees of any contracting agency until the agency elects to be subject to this section by contract or by amendment to its contract made in the manner prescribed for approval of contracts.

c) Any member electing to receive credit for service under this section shall make the contributions as specified in Sections 21050 and 21052. This section applies to past and future service in the Peace Corps, AmeriCorps VISTA (Volunteers In Service To America), or AmeriCorps.

20055. "PRIOR SERVICE" (GROUPS 1, 2 & 3)

a) "Prior service" as applied to a state member who while employed on a part-time basis became a member because of amendments of the laws governing this system or because of a change in his or her employment status to at least a half-time basis, means all state service rendered by him or her prior to the time he or she became a member.

b) As applied to other members, "prior service" means all state service rendered by:

- (1) A university member prior to August 27, 1937.
- (2) A state member other than a university member, prior to January 1, 1932.
- (3) A local member or school member prior to the effective date of the contract under which he or she became a member.

21319. 15% AD HOC INCREASE - LOCAL MISCELLANEOUS MEMBER RETIRED OR DIED BEFORE 1971 (GROUPS 1, 2 & 3)

a) In addition to the increase of allowance authorized by and granted pursuant to Section 21313 and notwithstanding the limitation in subdivision (b) of Section 21329, any monthly allowance computed under or limited by a retirement formula applicable to local miscellaneous members who retired prior to July 1, 1971, or to local miscellaneous members who so retired and then were reinstated from retirement and retired again after July 1, 1971, and whose allowance is based upon such a formula and paid with respect to a local miscellaneous member whose retirement or whose initial retirement or death before retirement occurred prior to July 1, 1971, shall be increased by 15 percent. The percentage shall be applied to the allowance payable on the date this section becomes applicable to the contracting agency and the allowance as so increased shall be paid for time on and after that date and until the first day of April immediately following the date of the application. The base allowance shall be increased by the same percentage for annual adjustments beginning with the adjustment effective for time commencing with that annual adjustment.

b) This section shall apply only to the portion of the allowance that is based on service in employment with the employer electing to be subject to this section.

c) This section shall not apply to any contracting agency nor to the employees of any contracting agency unless that agency elected to be subject to the provisions of this section in its contract with the board on or before December 31, 2001.

21325. 3% TO 15% AD HOC INCREASE - LOCAL MEMBER RETIRED OR DIED BEFORE 1974 (GROUPS 1, 2 & 3)

a) In addition to the increase in allowance authorized by and granted pursuant to the provisions of Section 21313, and notwithstanding the limitation on those increases imposed by this article, the monthly allowance paid with respect to a local member, other than a school member, who retired

or died prior to January 1, 1974, shall be increased by the percentage set forth opposite the period in the following table during which retirement became effective or death occurred:

Period during which retirement or death occurred:	Percentage:
On or before December 31, 1965.....	15%
12 months ending December 31, 1966.....	14%
12 months ending December 31, 1967.....	13%
12 months ending December 31, 1968.....	12%
12 months ending December 31, 1969.....	9%
12 months ending December 31, 1970.....	6%
12 months ending December 31, 1971.....	5%
12 months ending December 31, 1972.....	4%
12 months ending December 31, 1973.....	3%

b) The percentage shall be applied to the allowance payable on the date this section becomes applicable to the contracting agency, and the allowance as so increased shall be paid for time on and after that date and until the first day of April immediately following the date of application. The base allowance shall be the allowance as increased under this section. The base year for annual adjustments of allowances increased by this section shall be the calendar year preceding the year of increase if the increase date is after April 1st of any calendar year, and the second calendar year preceding the year of increase if the increase date is on or before April 1st of any calendar year.

c) This section shall not apply to any contracting agency unless that agency elected to be subject to the provisions of this section in its contract with the board on or before December 31, 2001.

21326. 1% TO 7% AD HOC INCREASE - LOCAL MEMBER RETIRED OR DIED BEFORE 1975 (GROUPS 1, 2 & 3)

a) In addition to the increase in allowance authorized by and granted pursuant to the provisions of Section 21313, and notwithstanding the limitation on those increases imposed by this article, the monthly allowance paid with respect to a local member, other than a school member, who retired or died prior to July 1, 1974, shall be increased by the percentage set forth opposite the period in the following table during which retirement became effective or death occurred:

Period during which retirement or death occurred:	Percentage:
On or before December 31, 1965.....	7%

12 months ending December 31, 1966.....	6%
12 months ending December 31, 1967.....	5%
12 months ending December 31, 1968.....	4%
12 months ending December 31, 1969.....	3%
18 months ending June 30, 1971.....	2%
36 months ending June 30, 1974.....	1%

b) The percentage shall be applied to the allowance payable on the date this section becomes applicable to the contracting agency, and the allowance as so increased shall be paid for time on and after that date and until the first day of April immediately following the date of application. The base allowance shall be the allowance as increased under this section. The base year for annual adjustments of allowances increased by this section shall be the calendar year preceding the year of increase if the increase date is after April 1st of any calendar year, and the second calendar year preceding the year of increase if the increase date is on or before April 1st of any calendar year.

c) This section shall not apply to any contracting agency unless the agency elected to be subject to the provisions of this section in its contract with the board on or before December 31, 2001.