

RESOLUTION NO. 2026-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY
APPROVING A MEMORANDUM OF UNDERSTANDING AND SIDE LETTER AGREEMENT
BETWEEN THE CITY OF CRESCENT CITY CAREER FIREFIGHTERS' ASSOCIATION
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027**

WHEREAS, California Government Code Section 36506 requires that the City Council fix, by resolution or ordinance, the compensation of all appointive officers and employees; and

WHEREAS, pursuant to the City Council's direction, the City's bargaining team has negotiated in compliance with the Meyers-Milias-Brown Act and all other applicable requirements to reach agreement with the Crescent City Career Firefighters' Association ("CCCFA") upon a new Memorandum of Understanding ("MOU") that meets the needs of both parties and covers the period July 1, 2025 through June 30, 2027; and

WHEREAS, the parties have additionally agreed to continue to explore the feasibility of an alternative 40-hour workweek by way of a side letter agreement; and

WHEREAS, a majority of the bargaining unit members of the CCCFA have voted in favor of the MOU and the Side Letter Agreement; and

WHEREAS, the MOU and Side Letter Agreement have been recommended for approval by the City Manager and reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crescent City, California that the Memorandum of Understanding Between the City of Crescent City and the Crescent City Career Firefighters' Association for July 1, 2025 through June 30, 2027 signed by the parties and attached hereto as **Exhibit A** is hereby ratified and approved.

BE IT FURTHER RESOLVED that the Side Letter Agreement to explore an alternative 40-hour week signed by the parties and attached hereto as **Exhibit B** is hereby ratified and approved.

PASSED AND ADOPTED and made effective the same day by the City Council of the City of Crescent City at a meeting thereof held on this 17th day of February 2026, by the following polled vote:

AYES: Council Members Altman, Shamblin, Tinkler, and Mayor Wright

NOES: None

ABSTAIN: None

ABSENT: Council Member Greenough



Isaiah Wright, Mayor

ATTEST:



Robin Altman, City Clerk

Memorandum of Understanding
Between the
City of Crescent City
And the
Crescent City Career Firefighters' Association

Effective July 1, 2025
Through
June 30, 2027



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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY
AND THE CRESCENT CITY CAREER FIREFIGHTERS' ASSOCIATION FOR THE PERIOD
JULY 1, 2025 THROUGH JUNE 30, 2027**

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SECTION 1 - PURPOSE

The purpose of this Memorandum of Understanding (M.O.U.) is to describe certain agreements between the City of Crescent City, hereinafter referred to as "City" and the Crescent City Career Firefighters' Association, hereinafter referred to as "CCCFA," regarding wages, hours, and other terms and conditions of employment for the City's public safety employees covered by this M.O.U.

SECTION 2 - EFFECT OF M.O.U.

This M.O.U. shall comply with all local, State, and Federal regulations applicable to such agreements. If any provisions of this M.O.U. violate said regulations, the M.O.U. may be amended at any time to conform to local, State and Federal law. Other City policies of general application (city-wide) or specific application (Fire Dept) may also apply. In the event there is a conflict or inconsistency between a policy and this M.O.U., this M.O.U. shall prevail. By adopting this M.O.U., the City does not relinquish any employer management rights to the CCCFA members.

SECTION 3 - DEFINITIONS

Except as otherwise provided herein, all words used in this M.O.U. shall have the same meaning as set forth in the City's Municipal Code, the City's Employer-Employee Relations Rules or the State of California's Government Code.

SECTION 4 - RECOGNITION

The City has recognized CCCFA by way of Resolution No. 2025-15 adopted May 5, 2025 as the recognized employee organization representing those City employees who are members of CCCFA at the time of the City's adoption of this M.O.U., and those employees who become members of CCCFA during the term of this M.O.U. This recognition continues for the term of this M.O.U., unless CCCFA violates any terms or conditions of this M.O.U. or any City rule or regulation which may cause the termination of this recognition by the City, as per the Crescent City Municipal Code.

SECTION 5 - EMPLOYER-EMPLOYEE RELATIONS RULES

The parties hereto agree that the City's Employer-Employee Relations Rules, as included in the City's Municipal Code, shall continue in full force and effect for the term of this M.O.U., except that to the extent that Section 8-220 conflicts with the Firefighter Bill of Rights (Gov. Code §§ 3250 et seq.), the Firefighter Bill of Rights shall prevail.

SECTION 6 – COMPENSATION

6.1 WAGES

The City will compensate CCCFA members as described below:

6.1.1 July 2025. Effective the first full pay period in July of 2025, the pay scales as set forth on Exhibit A shall apply to all classifications listed therein.

6.1.2 July 2026. Effective the first full pay period in July of 2026, all pay scales set forth in Exhibit A shall be increased by the annual percentage increase indicated by the CPI-U (LA) March 2026 over March 2025. In no event, however, may the increase be less than 1.0% or more

than 3.0%. The pay scale table will be updated and attached to this M.O.U. as soon as numbers for the annual CPI are known.

6.2 PAY PERIOD

The pay period for CCCFA members will be from 7:00 a.m. Sunday through 6:59 a.m. the second Sunday thereafter. Employees must be paid within 5 working days after the conclusion of the pay period. Employees will be paid biweekly on every other Friday.

6.3 WORK PERIOD

The work period for CCCFA members is 24 days. Each CCCFA will be regularly scheduled to work 192 hours in each work period.

6.4 REPORTING TIME

CCCFA members will have one-quarter (1/4) of one hour reduced from their pay for each fifteen minutes they report to work later than their scheduled starting time. Tardiness will result in disciplinary action. CCCFA members will also have one-quarter (1/4) of one hour reduced from their pay for each fifteen (15) minutes for which the employee leaves work early. Employees leaving early without prior authorization of the Fire Chief will be considered refusal to work and be grounds for disciplinary action.

6.5 OVERTIME

Non-exempt CCCFA members are partially exempt under Section 7(k) of the Fair Labor Standards Act (FLSA) and will earn overtime at the rate of 1.5 times their "regular rate of pay" (as defined by the FLSA) for every hour worked in excess of 182 hours during the 24-day work period. Paid leave time (Holiday Pay, Vacation, Sick Leave, etc.) will not count toward the Employee's total work period hours for overtime liability purposes.

CCCFA members working the 48/96 schedule will be paid 53 regular hours plus 3 hours of scheduled overtime per week, which are the annualized average weekly hours for the 48/96 schedule. Hours worked in addition to the 48/96 schedule will be considered overtime.

6.6 EMERGENCY CALL-BACK

If a CCCFA member is called back to duty by the Fire Chief to respond to an emergency, they will receive at least two hours' work or two hours' pay if two hours work is not required. The employee will be compensated at 1.5 times the employee's regular rate of pay. The time worked will begin when the employee arrives at the work site. If the call-back assignment lasts more than two hours, then the employee will be compensated in increments of 15 minutes for the time actually worked.

6.7 HOLDOVER

If a CCCFA member is held over from their regularly scheduled shift by the order of the Fire Chief, they will be compensated at the rate of 1.5 times their regular rate of pay for each 15-minute increment actually worked. An employee may be held over by order of the Fire Chief for up to 24 hours.

6.8 HOLIDAY PAY

The City recognizes 12 Holidays at 8 hours each at the employee’s base hourly salary. As safety personnel, CCCFA members are not able to take Holidays off from work. Therefore, the 96 hours of Holiday Pay will be paid out 3.69 hours per paycheck at the employee’s base hourly rate. Holiday Pay hours will not count toward the employee’s total work period hours for overtime liability purposes. Holiday Pay that meets CalPERS requirements will be reportable compensation. Holiday pay may not be used as paid time off nor cashed out at any time other than the established pay period in this section or upon employee separation.

6.9 LONGEVITY PAY

6.9.1 Eligibility. CCCFA members will receive longevity pay for years of continuous, uninterrupted service with the City in accordance with the table below and the provision set forth in this section.

<u>Length of Service</u>	<u>Longevity Pay</u>
10	2.5% base hourly wage
15	2.5% base hourly wage
20	2.5% base hourly wage

6.9.2 Current 5-Year Longevity Recipients. Prior to the approval of this MOU, CCCFA members received 2.5% longevity pay for 5 years of continuous, uninterrupted full-time service with the City. If any CCCFA member is receiving 5-year longevity pay of 2.5% as of the date this MOU is approved, then that employee will continue to receive the 5-year longevity of 2.5% until such time as the employee attains Step 6 in the pay scale for their job classification. Once Step 6 is achieved, then the 5-year longevity pay will cease.

6.9.3 How Calculated. Longevity pay is calculated as a percentage of base hourly pay times (the number of regular hours worked plus paid leave hours used) in a pay period. Longevity pay is not paid for unpaid leave hours, unless used as part of a workers’ compensation TDD calculation.

6.10 ACTING DUTY OFFICER PAY (OUT-OF-CLASS)

CCCFA members will be considered working out-of-class when specifically assigned by the Chief or his designee during an absence of command and the employee assumes the primary duty officer role. An employee working out-of-class in this capacity will receive 5% of their base hourly wage for the time worked out-of-class.

6.11 PREMIUM PAY

6.11.1 Eligible Certifications / Assignments. Effective the first full pay period after the adoption of this MOU by the City Council, CCCFA members will receive the premium pay associated with the assignment or certificate as indicated in the chart below.

CAPTAIN CERTIFICATIONS / ASSIGNMENTS	PREMIUM PAY
Firefighter 1 Cert	5%
Company Officer / Fire Officer 1 / 2 Cert	5%
Fire Mechanic Cert or EV Tech 1 / 2 Cert	2.5%

Fire Fleet Mechanic Assignment*	7.5%
Dept. Training Captain Assignment*	10%
Fire Inspector Cert	2.5%
Fire Investigator Cert w/ PC 832 Arrest 80102	2.5%
First Responder Inspector Cert w/ PC 832 Arrest 80102	2.5%
Fire Prevention Officer Assignment*	7.5%
Chief Officer / Chief Fire Officer / Fire Officer 3 Cert	2.5%
Emergency Vehicle Tech 3 Cert	2.5%
<p>*Assignment Qualifications:</p> <ul style="list-style-type: none"> • Fire Fleet Mechanic Assignment: Captain must have Fire Mechanic Cert or EV Tech 1/2 Cert. • Dept. Training Captain Assignment: Captain must be a registered instructor with State Fire Training (certified Instructor 1 & 2, Ethics, and Regional Instructor Orientation, acceptance by State Fire Training). • Fire Prevention Officer Assignment: Captain must have Fire Inspector Cert. or First Responder Inspector Cert. • <i>Each Captain may only hold one assignment at a time. Assignments are at the discretion of the Fire Chief based upon department need. Premium pay for assignments will end if an assignment ends.</i> 	

6.11.2 Maximum. Each CCCFA member is limited to a maximum of 10% in premium pay without an assignment and a maximum of 15% with an assignment.

6.11.3 How Calculated. Premium pay is calculated as a percentage of the employee's base hourly wage times (the number of regular hours worked plus paid leave hours used) in a pay period. Assignment pay is not paid for unpaid leave hours, unless used as part of a workers' compensation TDD calculation.

SECTION 7 – MISCELLANEOUS

7.1 PROBATION

The standard probation period for CCCFA members will be 12 months from the date of hire. The probationary period can be extended at the discretion of the Fire Chief and approval by the Human Resources Manager. A performance evaluation will be completed every 6 months while during the probationary period.

7.2 ABSENCE WITHOUT AUTHORIZATION

When an Employee is absent without authorization or prior notice from a shift, said Employee will be subject to discipline. When an Employee is absent without authorization or prior notice for two (2) or more consecutive shifts, said Employee will be deemed to have voluntarily resigned from employment with the City.

7.3 DISCIPLINE

Discipline will be carried out in accordance with the Firefighter Bill of Rights, the City's Employer-Employee Relations Rules, Department Policies, the City's Discipline Policy, and this resolution.

7.4 CAL OES / CALFIRE ASSIGNMENTS

Any Cal OES or CAL FIRE assignments will be voluntary on the part of CCCFA members. There will be no mandatory Cal OES or CAL FIRE assignments.

7.5 SHIFT POLICY

Captains will work a 48/96 schedule where each employee is scheduled to work two (2) 24-hour shifts followed by four (4) 24-hour shifts off (based on the standard A, B, C Platoon schedule).

7.6 SCHEDULING

The Fire Chief will have ultimate control over the schedule and can re-assign shifts or start times as necessary for the efficient operation of the department. Any shift exchanges or shift swaps must be approved by the Fire Chief. Approval will be in the sole discretion of the Fire Chief who shall take into consideration the operational efficiency of the Department as well as any potential overtime costs.

SECTION 8 - BENEFITS

8.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PROGRAM

8.1.1 Classic Members. The City agrees to maintain a two percent (2%) at age Fifty (50) PERS Retirement Plan for the permanent employees who meet the PERS definition of "classic members" by paying the PERS employer contribution. Classic members will pay a 9% member contribution rate to PERS to PERS as well as the additional contribution per bi-weekly pay period for the '59 Survivor's Continuance Benefit. The retirement benefit calculation for classic members will be the thirty-six highest paid consecutive months' compensation provision.

8.1.2 New Members. The City agrees to provide a two and seven-tenths percent (2.7%) at age 57 PERS Retirement Plan for the permanent employees who do not meet the PERS definition of "classic member" by paying the PERS employer contribution rate. New members will pay 50% of the total annual normal cost of pension benefits for PERS retirement, rounded to the nearest one quarter of one percent, or the current member contribution paid by similarly situated classic members, whichever is greater, as determined annually by CalPERS as well as the additional contribution per bi-weekly pay period for the '59 Survivor's Continuance Benefit. The retirement benefit calculation for new members as defined by PEPR who are not transferred from a CalPERS or CalPERS reciprocal agency or who have a break in service of six (6) months or longer will be the thirty-six highest paid consecutive months' compensation provision.

8.1.3 Pre-Tax Contributions. Both "classic members" and "new members" shall pay their retirement contributions "pre-tax" in accordance with Internal Revenue Code Section 414(h)(2).

8.2 DEFERRED COMPENSATION

The City will make available to all employees covered in this M.O.U. a payroll deduction to allow the employees to participate in the Mission Square Deferred Compensation Program. These contributions shall be made by employees on a voluntary basis.

8.3 UNEMPLOYMENT COMPENSATION

The City will pay for unemployment compensation coverage for all employees at the rate required by the California Employment Development Department (EDD). Upon resignation from the City, the Employee must provide to the City a statement as to the reason for their resignation and their authorization for the City to release said information to the EDD upon a request for information regarding an unemployment claim.

8.4 WORKERS' COMPENSATION

8.4.1 Coverage Provided. The City will pay for workers' compensation coverage for all employees in accordance with California State law.

8.4.2 Medical Treatment. Whenever a CCCFA member sustains an injury or disability arising out of and in the course of employment requiring medical treatment, the employee must obtain such treatment pursuant to the appropriate California Labor Code sections.

8.4.3 California Labor Code 4850 Benefits. Whenever an Employee who is eligible for benefits under California Labor Code 4850 is compelled to be absent from duty by reason of injury or disease arising out of and in the course of employment, the Employee will be compensated and placed on leave pursuant to California Labor Code Section 4850.

8.5 WELLNESS INCENTIVE

8.5.1 Eligible Expenses. The City will reimburse each CCCFA member up to \$360.00 annually for participation in wellness-related activities. Qualifying wellness-related activities are gym/health club memberships, fitness training instruction, fitness/exercise class, including mobile applications or online courses. Equipment or other physical items are not eligible for reimbursement.

The purpose of this program is to reduce Workers' Compensation claims.

8.5.2 Reimbursement. Employees must submit reimbursement requests no more than monthly and no less than quarterly for actual expenses incurred in that month or that quarter (including payment of a qualifying annual membership). If quarterly, Jan – Mar must be submitted in April; Apr – Jun must be submitted in July; Jul – Aug must be submitted in September; Jul – Sep must be submitted in October; and Oct – Dec must be submitted in January. Receipts submitted late may not be reimbursed. Reimbursement will be made on the next available check run once all approvals are received by the Finance Department.

8.6 HEALTH AND WELFARE INSURANCE

8.6.1 Employer Contribution for CalPERS Health Insurance. The City will pay the minimum mandatory contribution amount specified by CalPERS pursuant to Government Code 22892(b) toward the cost of the CalPERS Health Insurance Premium for both active Employees and annuitants.

8.6.2 Flexible Benefit Plan. CCCFA members are eligible to participate in the City's flexible benefit plan for health benefits, which includes the following:

- a. The City will additionally cover the difference between the amount in paragraph 8.6.1 and 100% of the premium for the employee (“Single”) under the CalPERS Gold health plan.
- b. The City will cover 80% of the cost of the 2-Party or Family premium for the CalPERS Gold medical plan that is over and above the cost of the Single premium.
- c. If an employee chooses the CalPERS Platinum plan, the City will cover the amounts identified in paragraphs (a) and (b), as applicable, and the employee will be responsible for the remainder.
- d. The City will pay 100% of the employee premium costs for vision, insurance, dental insurance, ground and air ambulance insurance.
- e. In order to be excluded from the requirement for the CalPERS Gold Health Plan, the employee must submit verification of enrollment in a group health plan that provides equivalent alternate coverage as required by the Patient Protection and Affordable Care Act.
- f. Full-time regular employees who opt out of City’s health plan due to enrollment in a qualifying group health plan (under the Affordable Care Act) will receive a \$700 per month cash-in-lieu benefit payment.

8.6.3 Life Insurance Policy. The City will provide each CCCFA member with a term life insurance policy in an amount equal to 1.5 times the employee’s annual base salary rounded up to the nearest whole thousand-dollar figure at no cost to the employee.

8.6.4 Long-Term Disability Insurance. The City will provide each employee with long-term CCCFA member with disability insurance coverage at no cost to the employee. The long-term disability insurance coverage currently includes an additional \$5,000 benefit payable to employee upon the death of one of employee’s dependents.

8.6.5 When Benefits Terminate. CalPERS health benefits terminate the last day of the month after the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, health coverage will end June 30. Dental and vision benefits terminate the last day of the month in which the employee separates, ends coverage, or becomes ineligible. For example, if an employee separates May 15, dental and vision coverage will end May 31. All other benefits terminate at the time of separation.

8.7 CSFA MEMBERSHIP

The City will pay for membership for each CCCFA member in the California State Firefighters’ Association.

8.8 REIMBURSEMENT FOR DAMAGED PROPERTY

The City will reimburse CCCFA members for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing will be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision will be the actual replacement value, except that the reimbursement on a watch

may not exceed its functional value and the limit on eyeglasses will be the cost of lenses, plus the cost of basic frames. Jewelry is not covered.

8.9 UNIFORMS AND BOOTS

The City will provide each CCCFA member with the required uniforms, including uniform shoes or boots at no cost to the employees. Uniforms that are damaged in the line of duty or worn out due to normal wear and tear will be replaced by the City. The final determination as to the replacement of any uniforms is left to the sole discretion of the Fire Chief.

SECTION 9 – LEAVES

9.1 VACATION

9.1.1 Accrual. CCCFA members will accrue vacation time biweekly in accordance with the following schedule:

<u>Length of Service</u>	<u>Biweekly Accrual Rate</u>
Months 1 – 12	4.00 hours
Months 13 – 120	5.23 hours
Months 121 and beyond	6.15 hours

9.1.2 Utilization. Vacation leave is earned and accrued at the end of the pay period and may not be used before it is earned. In other words, vacation leave cannot be used until the pay period following the one during which it was earned. CCCFA members may not accrue vacation beyond 400 hours. Vacation leave will not be granted to an employee until they have completed 6 months of service with the City, unless approved by the Fire Chief and the City Manager. For CCCFA members on the 48/96 schedule, the employee will only be required to use enough vacation leave hours to cover the actual number of hours absent from work to receive a full paycheck. Upon voluntary or involuntary separation from employment, the employee will be compensated for all accrued vacation leave.

9.1.3 Elective Vacation Cash-Out Plan. CCCFA members have the option to cash-out up to 40 hours of accrued vacation leave every 6 months. In order to exercise this option, the Employee must have a minimum balance of 240 hours of accrued vacation at the time of the cash-out request. In addition, the employee must have used at least 40 hours of vacation in the previous 12-month period. Any vacation leave cash-out will be subject to budget availability and the approval of both the City Manager and Finance Director.

CCCFA members who want to cashout vacation leave must irrevocably elect to do so by December 31 to cashout the following calendar year. The requirements for accrued leave balance and leave used will be calculated as of the date of the cashout request. Employee must earn the cashout hours in the calendar year of the cashout payment, prior to the actual cashout. Employee cannot cashout hours that were earned the year before. Cashouts will only be allowed the first pay period paid in June and the first pay period in December of each calendar year. Employee must sign a form in December of the prior year stating which cashout date they are choosing

(June, December, or both) and how many hours to cashout on each of those dates. The employee cannot decide afterward to not cashout. If the employee uses so many vacation hours in the year prior to the cashout that the employee no longer has enough hours accrued to fulfill the cashout request, the City must cash out the number of hours available to be cashed out.

9.2 SICK LEAVE

9.2.1 Accrual. Effective the first full pay period after the adoption of this MOU by the City Council, CCCFA members will accrue 5.6 hours of sick leave biweekly. Employees may accrue a maximum of 1250 hours of sick leave. Employees whose available sick leave accrual equals or exceeds 1250 hours at the end of a biweekly pay period shall, for the next pay period and any subsequent pay periods until the accrual is below the maximum of 1250 hours, will not accrue any additional sick leave. Sick leave is earned and accrued at the end of the pay period and may not be used before it is earned. In other words, sick leave cannot be used until the pay period following the one during which it was earned.

9.2.2 Utilization. CCCFA members may utilize accrued sick leave after their first month of employment. Sick leave with pay will be granted upon the approval of the Fire Chief in the case of a bona fide illness, or a diagnostic medical procedure, dental procedure, or ophthalmology service when provided by a duly licensed practitioner. For CCCFA members on the 48/96 schedule, the employee will only be required to use enough sick leave hours to cover the actual number of hours absent from work to receive a full paycheck.

- a. Sick leave also applies to absences during pregnancy that are caused by illness due to pregnancy or the attending physician's order that the Employee is unable to work due to the pregnancy. All situations involving pregnancy disability will be addressed in accordance with the provisions of the Family Medical Leave Act (FMLA) and the current state Pregnancy Disability Leave (PDL) laws. An eligible employee may take sick leave in the event of a serious illness or medical condition for a member of the employee's immediate family. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Human Resources Manager stating the cause of absence before such leave with pay will be granted. For purposes of this section, immediate family is defined as:
 - i. a child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependence status);
 - ii. a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - iii. a spouse;
 - iv. a registered domestic partner;
 - v. a grandparent;
 - vi. a grandchild; or
 - vii. a sibling.

- b. In the event a scheduled medical or dental appointment for the eligible employee's immediate family that requires the employee's absence from work, the employee may use sick leave.
- c. In the event of a voluntary or involuntary transfer of any employee within the City, the employee's leave credits will also be transferred in their full amount.
- d. The City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.
- e. In the event of a voluntary or involuntary separation from employment, the Employee will forfeit all accumulated sick leave, except that it may be converted to service credit under the City's PERS contract.

9.3 BEREAVEMENT LEAVE

CCCFA members are eligible for bereavement leave for a maximum of three workdays per incident with pay. Upon prior approval of the Fire Chief, the employee may utilize bereavement leave upon the death of a family member. Family member means a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code Section 12945.2. Should additional time be necessary, the employee may take an additional 2 workdays off unpaid. The employee may use available sick or vacation time for the two additional workdays.

9.4 REPRODUCTIVE LOSS LEAVE

CCCFA members are eligible for reproductive loss leave for a maximum of three (3) workdays per incident with pay. Should additional time be necessary, the employee may take an additional two (2) workdays off unpaid. The employee may use available sick or vacation time for the two additional workdays. Upon the prior approval by the employee's department head, the employee may utilize reproductive loss leave upon the occurrence of a qualifying event. A qualifying reproductive loss event includes and is limited to failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction as defined in Government Code Section 12945.6. The leave must be taken with three (3) months of the qualifying event.

9.5 JURY LEAVE

CCCFA members are eligible for jury leave when called by the court to serve as a juror. employees will receive their normal compensation so long as the City is reimbursed by the employee for all juror fees received. The employee must provide to the Fire Chief a copy of the summons, notice, or subpoena directing the employee to report to court for jury duty. If an employee reports for jury duty and learns that their services are not needed that day, the employee must return to work for the balance of their regular work shift.

9.6 COURT TIME LEAVE

CCCFA members who are subpoenaed or noticed by a Court of a required appearance associated with their duties as a firefighter for Crescent City Fire & Rescue, and when such court is located outside Del Norte County, shall be granted court time leave with pay for such time spent appearing at this court, and for such time necessary to travel to and from the court's location.

9.7 MILITARY LEAVE

CCCFA members will be provided with military leave in accordance with California State law.

9.8 LEAVE TO VOTE

In accordance with California Elections Code Section 14000, CCCFA members will be given 2 hours of paid time to vote if they are working on election day and cannot vote outside of their work hours. Employees must notify the Fire Chief at least two days in advance of the need to for time off to vote.

9.9 PARENTING LEAVE

Each CCCFA member will be eligible for up to forty-eight (48) hours of paid parenting leave for each birth of a baby or placement of a child. All parenting leave will be provided in accordance with applicable federal and state laws; specifically, the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) laws for the birth or adoption of a child or placement of a foster child. In the event that an Employee does not meet the eligibility requirements for FMLA or CFRA, an unpaid leave of absence may be approved by the Fire Chief and the Human Resources Manager. Use of sick leave may not be taken for parenting leave purposes.

9.10 LEAVE OF ABSENCE WITH / WITHOUT PAY

9.10.1 Eligibility. CCCFA members are eligible for a leave of absence, with or without pay, upon the approval of the Fire Chief and the City Manager.

9.10.2 Utilization. Leave with pay may be provided to an employee when the City Manager finds it to be in the best interest of the organization, such as pending a disciplinary investigation. Leave without pay may be provided to an employee when it is requested by the employee due to one of the following reasons:

- a. educational purposes;
- b. long-term illness and/or pregnancy;
- c. death of a family member;
- d. natural disasters and family emergencies;
- e. other emergencies personally affecting Employee;
- f. extended maternity / paternity leave.

9.10.3 Procedure. Except in the case of natural disasters, the employee must obtain prior written approval stating the reasons for the leave request (a-f above) and the expected duration of such leave, which may be approved for periods of up to thirty (30) days, with a total maximum of ninety (90) days per incident. Although such unpaid leave is potentially available, it is not guaranteed as operational efficiencies must be considered.

9.10.4 Benefits During Unpaid Leave. Any CCCFA member on unpaid leave (not FMLA/CFRA or work comp) shall not accrue any benefits, nor shall City pay for any benefits during such approved leave of absence without pay. The employee will have their sick and vacation accruals reduced proportionately for each affected pay period.

9.10.5 Use of Leave Accruals During Absence. During an absence from work, CCCFA members must use available leave accruals in accordance with City leave policies, unless the leave is protected by FMLA/CFRA or workers' compensation.

9.10.6 Return to Work Requirements. Failure of a CCCFA member to return to work on their next regularly scheduled shift following the last day of their approved leave without prior notice and approval from the Fire Chief, will be considered a voluntary resignation of the employee.

9.10.6 Determination of Continuous Service. A CCCFA member's service will be considered continuous while the employee is on an approved leave with pay so long as the employee returns to work on the required return-to-work day. Upon re-employment from an involuntary layoff or an expiration of a leave of absence without pay, the employee's previously accrued sick leave credits will be restored. Employees returning from a voluntary resignation will not receive any credits by virtue of their previous employment toward any leave accrual or restoration. In the event of a voluntary or involuntary transfer an employee with the City, the employee's leave credits will be transferred in their full amounts.

9.10.7 Leave Accruals During Leave of Absence. In the event of an extended leave, with or without pay, of 30 calendar days or more, leave accruals will temporarily stop until the employee returns to work. Employees must utilize any accrued leave time during their leave (sick time, vacation, floating holidays, etc.), unless the leave is protected by FMLA/ CFRA or workers' compensation.

9.11 BENEFITS DURING LEAVE

9.11.1 Family and Medical Leave (FMLA) and California Family Rights Act (CFRA). A CCCFA member taking family or medical leave will be allowed to continue participating in any health and welfare benefit plan in which he or she was enrolled before the first day of leave (for a maximum of 12 workweeks) at the level and under the same conditions of coverage as if the employee had continued in employment for the duration of such leave. Group health insurance coverage will be continued in the same manner for up to 16 weeks for employees disabled due to pregnancy, childbirth or related medical condition. The City will continue to make the same premium contributions as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under the Family Medical Leave Act (FMLA) or under the California Family Rights Act (CFRA).

9.11.2 Measurement Period. The 12-month measurement period for purposes of FMLA / CFRA leave will be a rolling 12-months from the date that the FMLA / CFRA leave begins. The employee requesting FMLA / CFRA leave may be required to provide a medical provider's certification of the serious medical condition.

9.11.3 FMLA Information. For further information on Family and Medical Leave, please refer to the City's FMLA policy or contact Human Resources.

9.11.4 Notification. All employees must notify Human Resources as soon as possible regarding FMLA for their own serious health condition or that of a family member.

9.11.5 Payment of Premiums During Leave. The Employee will be responsible to pay the monthly premiums for Health and Welfare Insurance if all of the following are true:

- a. The leave is not FMLA / CFRA; and
- b. The leave is unpaid; and
- c. The leave is for 30 days or more.

SECTION 10 - DURATION OF M.O.U.

10.1 DURATION

The City and CCPOA agree that this M.O.U. shall be effective July 1, 2025 through June 30, 2027, as amended and referenced in Section 1 - Purpose. It is further acknowledged by both parties that certain portions of this agreement may require amendments during the term of this M.O.U. if State and Federal statutes and regulations so direct.

10.2 SEVERANCE & CONTINUATION

If any provision of this M.O.U. is held invalid or unconstitutional, such decision shall have no effect on the validity of the remaining provisions of this M.O.U., and such remaining provisions shall continue to remain in full force and effect.

10.3 WAIVER

The parties hereto acknowledge that during the negotiations which resulted in this M.O.U. each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of consultation or meet-and-confer, and that the understandings arrived at by the parties after exercising that right and opportunity are set forth in this M.O.U. Therefore, the parties hereto, for the duration of this M.O.U., and subject to the exceptions contained herein in Section VI, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet-and-confer with respect to any subject or matter in this M.O.U., in the event that either party desires to meet-and-confer or consult in good faith.

10.4 PROCEDURE TO FURTHER MEET AND CONFER

In the event that either party has requested the other party to meet-and-confer, and the other party has consented to such discussions, the parties hereto agree that such additional discussions may result in amendments to this M.O.U. Such amendments shall be dated and numbered consecutively in order to assure proper understanding and authority for each amendment. Nothing contained herein shall prohibit the parties hereto from amending this agreement as authorized by applicable law.

CCCFA MOU 2025-2027
SIGNATURE PAGE

**Agreed to and Recommended to City
Council:**

Date:

2/5/26


Eric Wier, City Manager

APPROVED AS TO FORM:



Martha D. Rice, City Attorney

Approved by the CCCFA:

Date:

1/30/2026


Everett Buell, President


Beau Smith, Vice President


Jason Borges, Secretary / Treasurer

EXHIBIT "A"
CCCFA PAY SCHEDULE

A.1 WAGES. The parties hereto agree to the following pay schedule for the positions listed herein effective the first complete pay period in Fiscal Year 2025/2026 (retroactive). This pay schedule is based upon the annual salary for a Career Fire Captain within the Fire Department working 2,912 regularly scheduled working hours (48/96 schedule).

Career Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 ⁵
Annual ¹	\$72,417.80	\$76,035.70	\$79,833.00	\$83,809.70	\$87,995.70	\$92,391.00
Biweekly ²	\$2,785.30	\$2,924.45	\$3,070.50	\$3,223.45	\$3,384.45	\$3,553.50
Blended Hrly Rate @ 2912 ³	\$24.87	\$26.11	\$27.42	\$28.78	\$30.22	\$31.73
Base Hrly Rate @ 2756 ⁴	\$24.22	\$25.43	\$26.70	\$28.03	\$29.43	\$30.90
OT Hourly	\$36.33	\$38.15	\$40.05	\$42.05	\$44.15	\$46.35
¹ Annual salary based on 2756 hrs @ straight time and 156 hrs @ OT rate. ² Annual salary divided into 26 pay periods per year. ³ Blended hourly rate based on 2756 hours @ straight time and 156 @ OT annually. ⁴ This is the base salary that is used to calculate special pay, overtime, etc. ⁵ Step 6 will be effective first full pay period after adoption of this MOU.						

A.2 PAY STEP PROGRESSION. Career Fire Captains will move through the pay steps according to the following specifications.

STEP ONE	Entry Level / Probationary Status.
STEP TWO	Twelve months of service at Step One and achievement of permanent status; Possession of EMT-1 certification; meets or exceeds job standards for classification and recommendation of Fire Chief.
STEP THREE	Twelve months of service at Step Two; meets or exceeds job standards for classification and recommendation of Fire Chief.
STEP FOUR	Twelve months of service at Step Three; meets or exceeds job standards for classification and recommendation of Fire Chief.
STEP FIVE	Twelve months of service at Step Four; meets or exceeds job standards for classification and recommendation of Fire Chief.
STEP SIX	Twelve months of service at Step Five; meets or exceeds job standards for classification and recommendation of Fire Chief in annual evaluation; obtains Firefighter 1 cert and maintains all certifications required by the job description.
HIRING DISCRETION: The City Manager, upon recommendation of the Fire Chief, may approve hiring an individual at a step higher than Step One if it is determined that they possess the experience and qualifications to justify such a placement. An individual may be hired at a step higher than a Step One despite not having completed 12 months of service at the lower step(s).	

EXHIBIT "A"
CCCFA PAY SCHEDULE

A.1 WAGES. The parties hereto agree to the following pay schedule for the positions listed herein effective the first complete pay period in Fiscal Year 2026/2027, which is an increase by an amount equal to the CPI-U(LA) percentage increase measured by March 2026 over March 2025, not to be less than 1.0% nor more than 3.0%. When the March index becomes available, those wages shall be figured and the wage schedule updated and attached hereto. This pay schedule is based upon the annual salary for a Career Fire Captain within the Fire Department working 2,912 regularly scheduled working hours (48/96 schedule).

Career Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Annual ¹						
Biweekly ²						
Blended Hrly Rate @ 2912 ³						
Base Hrly Rate @ 2756 ⁴						
OT Hourly						
¹ Annual salary based on 2756 hrs @ straight time and 156 hrs @ OT rate. ² Annual salary divided into 26 pay periods per year. ³ Blended hourly rate based on 2756 hours @ straight time and 156 @ OT annually. ⁴ This is the base salary that is used to calculate special pay, overtime, etc.						

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STEP SIX	Twelve months of service at Step Five; meets or exceeds job standards for classification and recommendation of Fire Chief in annual evaluation; obtains Firefighter 1 cert and maintains all certifications required by the job description.
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**Side Letter Agreement to the Memorandum of Understanding Between the
City of Crescent City and the Crescent City Career Firefighters' Association
Effective July 1, 2025 through June 30, 2027**

WHEREAS, the City of Crescent City ("City") and the Crescent City Career Firefighters' Association ("CCCFA") successfully negotiated and executed a Memorandum of Understanding effective July 1, 2025 through June 30, 2027; and

WHEREAS, the parties conceptually agreed to the establishment of a 40-hour alternative work schedule for use during training or light duty; and

WHEREAS, City staff were unfamiliar with how to implement such a schedule for employees working a non-standard 48/96 schedule; and

WHEREAS, CCCFA wants the City to continue to explore the option and speak with additional agencies / personnel.

NOW, THEREFORE, the City and the CCCFA agree as follows:

1. The parties will continue to explore the feasibility of implementing a 40-hour work week alternative for situations such as training or light duty for the Career Fire Captain position.
2. If said alternative workweek is found to be feasible to implement, then the parties agree to negotiate an amendment to the MOU.
3. This Side Letter will be effective upon the date that it is approved and ratified by the City Council.

**AGREED TO AND RECOMMENDED
TO THE CITY COUNCIL:**


Eric Wier, City Manager 2/5/26
Date

AGREED TO BY THE CCCFA:


Everett Buell, President 2/2/26
Date


Beau Smith, Vice President 2-5-26
Date


Jason Borges, Secretary / Treasurer 2-5-26
Date