



**AGENDA OF THE
CRESCENT FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

**REGULAR MEETING
HELD
MONDAY, FEBRUARY 9, 2026
AT 5:00 P.M.**

Submit comments via ccfire@crescentcity.org; or submit a written comment by filing it with the Administrative Specialist at 255 W Washington Blvd, Crescent City, California 95531 prior to 5:00 pm, February 9, 2026. If you require special accommodation, please contact Administrative Specialist, Vanessa Duncan at 464-2421.

1. OPEN SESSION

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 FLAG SALUTE

2. PUBLIC PARTICIPATION

Any member of the audience is invited to address the Board on any matter that is within the jurisdiction of the Crescent Fire Protection District. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Board. After receiving recognition from the Chairman, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted five minutes each in which to speak on any item on the agenda prior to any action taken by the Board.

3. CONSENT CALENDAR

- 3.1 APPROVE MINUTES OF THE REGULAR MEETING OF JANUARY 12, 2026
- 3.2 APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERING JANUARY 2026

*TAKE PUBLIC COMMENT ON CONSENT CALENDAR
CONSIDER AND ADOPT CONSENT CALENDAR*

4. NEW BUSINESS

Take action as necessary and appropriate.

**4.1 AUTHORIZE COMPENSATION STUDY AND PROPOSED FIRE DEPARTMENT
EMPLOYEE WAGE UPDATES**

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Authorize an internal budget transfer within the Department Allotment from the Department Allotment line to the City Administrative Services line to fund the associated costs

**4.2 REQUEST TO REMODEL ADMINISTRATIVE SPECIALIST OFFICE FOR SAFETY AND
OPERATIONAL EFFICIENCY**

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve the Administrative Specialist office remodel concept and authorize staff to proceed with the project using in-house labor consistent with the preliminary cost estimate, and authorize an internal budget revision within the Department Allotment from the Department Allotment line to the Maintenance – Structure / Improve Grounds line to fund the associated costs

4.3 APPROVE PURCHASE OF TWO CANOPIES FOR BATTALION CHIEF VEHICLES

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve the purchase of two canopies for Battalion Chief vehicles in an amount not to exceed \$9,000, and authorize an internal budget revision within the Department Allotment from the Department Allotment line to

the Minor Equipment/Small Tools line to fund the associated costs, with the expenditure offset by revenue from surplus SCBA sales

4.4 ADOPT REVISED FY 2025–26 BUDGET CODING STRUCTURE (NO CHANGE TO TOTAL APPROPRIATIONS)

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Approve adoption of the revised FY 2025–26 budget coding structure using the same total budget amounts previously approved, consistent with County accounting requirements

5. OLD BUSINESS

Take action as necessary and appropriate.

5.1 DISTRICT EMPLOYEE POSITIONS UPDATE

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Provide direction to staff as deemed appropriate

6. CHIEFS REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 RESPONSES OCCURRED BETWEEN: 01-01-26 to 01-31-26

6.2 DUTY OFFICER STIPEND CAP INCREASE RESEARCH

6.3 FIRE CHIEF RECRUITMENT UPDATE

7. BOARD COMMENTS

THIS AGENDA ITEM ALLOWS BOARD MEMBERS THE OPPORTUNITY TO DISCUSS ITEMS OF GENERAL INTEREST, PROVIDE A REFERENCE OR OTHER RESOURCE TO STAFF, ASK FOR CLARIFICATION OR REQUEST STAFF TO REPORT TO THE BOARD ON A CERTAIN MATTER

8. ADJOURNMENT

ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING ON MONDAY, MARCH 9, 2026 AT 5:00 PM

POSTED:

02/06/2026

/s/ Vanessa Duncan

Clerk of the Board/Administrative Specialist

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Administrative Specialist's office at (707)464-2421. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at Crescent City Fire & Rescue, 255 W Washington Blvd, during business hours, 8:00 a.m. - 5:00 p.m., or on-line at cfpd.crescentcity.org



**MINUTES OF THE
CRESCENT FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS**

**REGULAR MEETING HELD
MONDAY, JANUARY 12, 2026
AT 5:00 P.M.**

1. OPEN SESSION

1.1 CALL TO ORDER

Chair Erler called the meeting to order at 5:00 PM.

1.2 ROLL CALL

Board members present:

- Chair Jim Erler
- Vice Chair Jon Maxwell
- Director Dave Short
- Director Jim Nelson
- Director Rick Kelley

Staff members present:

- Interim Fire Chief Bill Gillespie
- Administrative Specialist Vanessa Duncan

1.3 FLAG SALUTE

The Pledge of Allegiance was led by Director Short

2. PUBLIC PARTICIPATION

No public comment at this time.

3. CONSENT CALENDAR

3.1 APPROVE MINUTES OF THE REGULAR MEETING OF NOVEMBER 10, 2025 AND SPECIAL MEETING OF DECEMBER 11, 2025

3.2 APPROVAL OF WARRANT CLAIMS FOR PERIOD COVERING NOVEMBER AND DECEMBER 2025

On a motion by Vice Chair Maxwell, seconded by Director Nelson, motion carried unanimously 5/0; the Board of Directors approved the Consent Calendar.

4. NEW BUSINESS

Take action as necessary and appropriate.

4.1 WELCOMING NEW INTERIM FIRE CHIEF BILL GILLESPIE

RECOMMENDATION

1. Receive information
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion

The Board formally welcomed Bill Gillespie as Interim Fire Chief. Discussion included recognition of Chief Gillespie's prior service to the department and appreciation for his willingness to return during the interim period.

No action was taken.

4.2 REVIEW AND DISCUSS POTENTIAL DISTRICT EMPLOYMENT STRUCTURES

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Provide direction to staff regarding whether the Fire Chief position should continue to be structured as a City position or whether alternative District employment structures should be explored for future recruitment.

On a motion by Vice Chair Maxwell, seconded by Director Nelson, motion carried unanimously 5/0; the Board of Directors directed staff to explore alternative District employment structures related to future Fire Chief recruitment and mutual aid state assignment positions, and to return with additional analysis as appropriate.

4.3 APPROVE UPDATED WARRANT CLAIMS SIGNATURE PAGE

RECOMMENDATION

1. Receive staff report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion

5. Approve an updated warrant claims signature page designating Interim Fire Chief Bill Gillespie, Administrative Specialist Vanessa Duncan, and Board Chair Jim Erler as authorized signers.

On a motion by Vice Chair Maxwell, seconded by Director Nelson, motion carried unanimously 5/0; the Board of Directors approved an updated warrant claims signature page designating Interim Fire Chief Bill Gillespie, Administrative Specialist Vanessa Duncan, and Board Chair Jim Erler as authorized signers.

4.4 WASHINGTON STATION KITCHEN REMODEL

RECOMMENDATION

1. Receive verbal report
2. Technical questions from the Board
3. Take public comment
4. Further Board discussion
5. Provide direction to staff as deemed appropriate

On a motion by Vice Chair Maxwell, seconded by Director Short, motion carried unanimously 5/0/0; the Board of Directors directed staff to further investigate project concepts and associated costs for the Washington Station kitchen remodel and to return with additional information as appropriate.

5. OLD BUSINESS

Take action as necessary and appropriate.

No old business at this time.

6. CHIEFS REPORT

Take action as necessary and appropriate.

UPDATE ON CURRENT MATTERS AND THOSE IN PROGRESS

6.1 RESPONSES OCCURRED BETWEEN: 11-01-25 to 12-31-25

Interim Fire Chief Gillespie provided a summary of emergency responses occurring during the reporting period.

Interim Fire Chief Gillespie also provided an update on current staffing levels, duty coverage, and operational coverage considerations.

Additionally, Interim Fire Chief Gillespie provided an overview of facilities- and equipment-related matters currently under review or in progress.

7. BOARD COMMENTS

Board members suggested discussing station staffing sleeping quarters at a future meeting to evaluate current conditions and potential updates.

8. ADJOURNMENT

There being no further business to come before the Board, Chair Erler adjourned the meeting at 6:09PM of the Crescent Fire Protection District Board of Directors to the next regularly scheduled meeting on February 9, 2025 at 5:00PM.

ATTEST:

Vanessa Duncan, Clerk of the Board
Crescent Fire Protection District

CFPD CLAIMS LIST JAN FY26

CLAIM ID	CLAIM DATE	VENDOR	ACCOUNT	AMOUNT	INVOICE#	DESCRIPTION	GRAND TOTAL	
510-3398	1/13/26	CRESCENT CITY WATER	53220	\$ 62.09	005222-000	WATER - HUMBOLDT	\$ 62.09	
510-3399	1/13/26	CITY OF CRESCENT CITY	52181	\$ 28,119.99	7164527	FIRE MUTUAL AID SERVICES: OES GIFFORD 8/2-8/20/25	\$ 28,119.99	
510-3400	1/13/26	PACIFIC POWER & LIGHT CO.	53200	\$ 38.91	61913251-0014	POWER - HUMBOLDT	\$ 38.91	
510-3401	1/13/26	CHARTER COMMUNICATIONS	52800	\$ 446.24	177067401010126	CABLE/INTERNET WASHINGTON STATION	\$ 446.24	
510-3402	1/13/26	GEORGE'S AUTO & DIESEL	52520	\$ 92.03	295052	ROLLS WIRE & SWITCH FOR 5107	\$ 92.03	
510-3403	1/13/26	CITY OF CRESCENT CITY	52520	\$ 804.50	7164517	REPLACE FRONT BRAKES & SERVICE 5112	\$ 804.50	PO# 259033
510-3403	1/13/26	CITY OF CRESCENT CITY	52520	\$ 567.36	7164516	ANNUAL SERVICE & REAR ENGINE 5137	\$ 567.36	PO# 259033
510-3404	1/13/26	DROWN, RIVERS DBA LAWN & ORDER	52340	\$ 200.00	9286	LAWN CARE - COOPER & BERTSCH DEC. 25	\$ 200.00	PO# 259034
510-3405	1/13/26	ROSS, MATTHEW DBA ROSS JANITORI	52345	\$ 380.00	1085	JANITORIAL SERVICES - WASHINGTON STATION	\$ 380.00	PO# 259035
510-3406	1/13/26	WIRELESS CONNECTION LLC	52100	\$ 4,165.00	INV901327	FCC DIRECT = RECREATION OF EXPIRED CALL SIGN	\$ 4,165.00	PO# 259036
TOTAL							\$ 34,876.12	
511-3407	1/16/26	U.S. BANK	53115	\$ 20.00	3979	CHATGPT - MONTHLY SUBSCRIPTION	\$ 20.00	
511-3407	1/16/26	U.S. BANK	53100	\$ 58.71	3979	AMAZON - REPLACEMENT BATTERY FOR COMPUTER	\$ 58.71	
511-3407	1/16/26	U.S. BANK	52520	\$ 321.68	3979	AMAZON - LIGHTS FOR DISTRICT FIRE RIGS	\$ 321.68	
511-3407	1/16/26	U.S. BANK	52520	\$ 113.65	3979	AMAZON - LIGHTS FOR DISTRICT FIRE RIGS	\$ 113.65	
511-3407	1/16/26	U.S. BANK	53600	\$ 41.46	3979	INTEREST CHARGED	\$ 41.46	
TOTAL							\$ 555.50	
512-3408	1/22/26	RECOLOGY DEL NORTE	52325	\$ 205.11	07372709	TRASH FEE - WASHINGTON STATION DEC. '25	\$ 205.11	
TOTAL							\$ 205.11	

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: BILL GILLESPIE, INTERIM FIRE CHIEF

BY: ERIC WIER, CITY MANAGER

DATE: FEBRUARY 9, 2026

SUBJECT: UPDATES TO FIRE DEPARTMENT EMPLOYEE WAGES

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Hear staff report
2. Technical questions from the Board
3. Receive public comment
4. Further Board discussion
5. Authorize an internal budget transfer within the Department Allotment from the Department Allotment line to the City Administrative Services line to fund the associated costs

BACKGROUND

Compensation Study

In the summer of 2024, following a competitive solicitation for proposals, the City Council selected and engaged Evergreen Consulting to perform a compensation study. This selection came at the recommendation of both City staff and employee association representatives. Over several months, Evergreen Consulting worked with City administrative staff as well as employees to gather information, analyze comparable agencies and competitor agencies, and provide wage recommendations based upon the 50th percentile (median).

Collective Bargaining Agreements

The current memorandums of understanding between the City and the City's employee bargain groups expired June 30, 2025. The City's negotiating team made up of City Manager Eric Wier, City Attorney Martha Rice, Finance Director Linda Leaver, and HR Manager Sara Barbour, has met with association representatives on several occasions and exchanged information, proposals, and counterproposals. The parties have reached tentative agreements which will be presented to the City Council for approval on February 17, 2026. City "Fire" employees in collective bargaining units include the three Career Fire Captains which established their own association known as the Crescent City Career Firefighters' Association (CCCFA) and the Fire Department Admin Specialist whose position is part of the Clerical Employees of Crescent City (CECC). The Fire Chief

is a contract position not part of a bargaining unit but whose wages, terms and working conditions are governed by a separate contract.

DISCUSSION

Compensation Study

The full Compensation and Classification Study including the Fire employees was done in consultation and coordination with the City's employees, who spoke and responded directly to the consultant team. Each employee was provided a JAT survey (Job Assessment Tool ©), which was analyzed and compared to the current classification descriptions. The JAT included questions regarding 5 compensable factors – Management, Processes, Resources, Technology, Errors and Risk, Knowledge and Experience. Each JAT was scored and the results were used to develop a rank order of classes within the proposed compensation structure.

Comparable and competitor agencies were surveyed for both wages and benefits for matching job classifications. Evergreen surveyed a total of 24 agencies; the results show that on average, the City is compensating employees roughly 4.5% below the market median at the top of the pay range. The result per classification varies, however, from 30.7% below the market median to 10.3% above the market median.

Compensation Study Analysis and Plan

The cost to the City to move all positions to the 50th percentile (market median) would cost the City approximately \$870,000 in FY 25-26, assuming full staffing. Each year thereafter would be this amount plus a cost-of-living adjustment. Unfortunately, bringing all classifications to the market median is not feasible given the City's budget.

City staff worked to create a compensation structure that would take into account the compensation structure recommendations, external market results, internal pay equity, and the City's budget. The result of this effort is a salary schedule that utilizes standardized grade and step ranges for all city classifications. The new structure includes grades separated by 2.5% and steps separated by 5% for most grades. Grades are assigned to each classification. Steps are increases that an individual in a particular classification moves through over time in accordance with performance criteria. For most classifications, the new salary schedule adds a Step 6 (previously all salary schedules were Step 1 through Step 5) with specific criteria that must be met for the employee to attain Step 6. With attainment of Step 6, the previous 2.5% longevity pay for 5 years of full-time service is phased out, resulting in a net increase of 2.5% for Step 6.

For the Career Captains, we specifically looked at Fire Captain positions at Arcata Fire District and Humboldt Bay Fire JPA. We also reviewed and included additional compensation for non-mandatory certifications and department program assignments in the areas of Fire Prevention, Training, and Fleet management. With the proposed new wage structure, the Fire Captains' base wages (Steps 1 through 5) would increase by approximately 2% plus add a Step 6, and the Fire Administrative Specialist base wages (Steps 1 through 5) would increase by 2.3% plus add a

Step 6. The Fire Chief position has a slight increase at the minimum of the salary range and adds a Step 6 on the maximum of the range.

Position	Current Wage	Proposed Wage
Fire Chief	\$126,093 - \$158,808 <i>annually</i>	\$127,961 - \$163,261 <i>annually</i>
Career Captain	\$70,986 - \$86,284 <i>annually</i>	\$72,417 - \$92,391 <i>annually</i>
Administrative Specialist	\$23.53 - \$28.60 <i>per hour</i>	\$24.08 - \$30.72 <i>per hour</i>

FISCAL IMPACT

The wage adjustments proposed will be retroactive to July 2025 when the previous bargaining agreements expired. The budget impact to the Fire District for the Fire Chief, Career Fire Captains, and Fire Administrative Assistant wage adjustments is estimated to be \$15,935 in the first year (FY 25-26), representing half of the wage increases plus the 7% City administrative charge. The agreements include a 1-3% cost of living adjustment for year two (FY 26-27), which is estimated to be an increase to the Fire District of \$3,000 - \$9,000 plus the administrative charge.

This action will increase the City Administrative Services budget line and decrease the Department Allotment (reserves) by the same amount through an internal budget transfer.

ATTACHMENTS

1. Tentative Agreement (CECC MOU 2025 – 2027); to be presented to the City Council for approval on 2/17/2026
2. Tentative Agreement (CCCFA MOU 2025 – 2027); to be presented to the City Council for approval on 2/17/2026
3. Budget Transfer

Memorandum of Understanding
Between the
City of Crescent City
And the
Clerical Employees of Crescent City
(CECC)

Effective July 1, 2025
Through
June 30, 2027



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CRESCENT CITY AND THE CLERICAL EMPLOYEES OF CRESCENT CITY REGARDING WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING CERTAIN CLERICAL EMPLOYEES OF THE CITY OF CRESCENT CITY FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027.

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General Information 1

1. Recognition 1

2. Effect of the M.O.U. 1

 2.1 Duration and Amendments 1

 2.2 Severability and Continuation 1

 2.3 Waiver 1

 2.4 Procedure to Further Meet-and-Confer 2

3. Employee Representation 2

 3.1 Association Representation (Release Time) 2

 3.2 Grievance Meetings 2

 3.3 Witness 2

 3.4 Political Activity 2

4. Management Rights 2

5. Employer-Employee Relations Rules 2

6. Non-Discrimination Clause 2

7. Definitions 3

8. Hours of Work 3

 8.1 General 3

 8.2 Work Day / Work Week Described 3

 8.3 Breaks 3

 8.4 Compensatory Time-Off 4

 8.5 Reporting Time 4

9. Compensation and Wages 4

 9.1 Wages Established 4

 9.2 Pay Period 4

 9.3 Overtime 5

 9.4 Holiday Pay 5

 9.5 Merit Plan 5

 9.6 Longevity Pay 6

 9.7 Bilingual Pay 6

 9.8 Education Incentive Pay 6

10. Benefits 7

 10.1 Public Employees’ Retirement System (PERS) Program 7

 10.2 Deferred Compensation 7

 10.3 Wellness Incentive Program 8

 10.4 Reimbursement for Damaged Property 8

 10.5 Education Assistance Program 8

11. Health and Welfare Insurance 9

 11.1 Employer Contribution for CalPERS Health Insurance 9

11.2	Flexible Benefit Plan	9
11.3	Medical Insurance Coverage	9
11.4	Dental Insurance Coverage.....	10
11.5	Vision Care Insurance Coverage	10
11.6	Air Ambulance Insurance Coverage	10
11.7	Life Insurance Coverage	10
11.8	Long-Term Disability Insurance Coverage	10
11.9	Benefits During Leave: Family and Medical Leave (FMLA) and California Family Rights Act (CFRA)	10
11.10	When Benefits Terminate	11
12.	City-Designated Holidays	11
13.	Leaves	11
13.1	Unpaid Leave of Absence	11
13.2	Mandatory Use of Paid Leave	11
13.3	Leave Accruals While on Leave.....	12
13.4	Order of Leave Taken	12
13.5	Leave Hours Charged to Employee	12
13.6	Vacation	12
13.7	Sick Leave	13
13.8	Occupational Medical Leave	14
13.9	Parenting Leave	15
13.10	Bereavement Leave	15
13.11	Reproductive Loss Leave	15
13.12	Jury Duty/Witness Testimony Leave	15
13.13	Military Leave.....	16
13.14	Leave of Absence Without Pay	16
13.15	Unauthorized Absence – Automatic Termination	16
13.16	Return to Work Requirements	16
13.17	Determination of Continuous Service	16
	Pay Schedule– Exhibit A (FY 25-26)	18
	Pay Schedule– Exhibit A (FY 26-27)	20

General Information

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 Clerical Employees of Crescent City, hereinafter referred to as “CECC,” regarding wages, hours, and other terms and conditions of employment for the City employees covered by this M.O.U., originally adopted by City Council Resolution No. 1999-12 dated November 1, 1999, as amended on August 21, 2002, as amended by City Council Resolution No. 2004-19 dated July 19, 2004, as amended by Resolution No. 2006-33 dated August 7, 2006, and as amended by Resolution No. 2010-22 dated August 2, 2010, Resolution 2013-25 dated October 7, 2013, Resolution No. 2015-32 dated July 20, 2015, Resolution No. 2016-51 dated December 19, 2016, Resolution No. 2018-44 dated August 6, 2018, Resolution No. 2019-44 dated September 16, 2019, Resolution No. 2020-90 dated November 16, 2020, Resolution No. 2022-05 dated January 24, 2022, Resolution No. 2022-56 dated September 19, 2022, and Resolution No. 2023-42 dated June 20, 2023.

It is understood and acknowledged by the City and CECC that both parties met and conferred in good faith in accordance with Section 3500, et seq., of the California Government Code, and the following M.O.U. provisions represent the complete agreement that was reached as a result of that process.

1. Recognition

City recognizes CECC as the recognized employee organization representing those City employees, who are members of CECC at the time of the City’s adoption of this M.O.U., and those employees who become members of CECC during the term of this M.O.U. This recognition supersedes any former recognition and continues for the term of this M.O.U. unless CECC 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.

2. Effect of the M.O.U.

As to any provision of an annual City Budget that is inconsistent with any provisions of this M.O.U., the provisions of this M.O.U. will prevail and upon City Council approval, will supersede other said inconsistent provisions or City Council Resolutions. Further, this M.O.U. affects the job titles listed on Exhibit “A” as attached hereto and by this reference made a part hereof.

2.1 Duration and Amendments. The parties hereto agree that this M.O.U. will be effective upon City Council approval and will remain in full force and effect through June 30, 2027, as amended and referenced in General Information. 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.

2.2 Severability and Continuation. If any provision of this M.O.U. is held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such decision will have no effect on the validity of the remaining provisions of this M.O.U., and such remaining provisions will continue in full force and effect.

2.3 Waiver. The parties hereto acknowledge that during the negotiations that 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 under General Information, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to meet-and-confer with respect to any subject or matter in this M.O.U.

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

3. Employee Representation

For purposes of meeting and conferring in good faith regarding wages, hours, and working conditions with a Certified Employee Organization, the City will provide time off with pay to no more than three (3) City employee members for each Representation Unit during their normal work hours. Meetings held outside of the employee's work hours will be on the employee's own time.

3.1 Association Representation (Release Time). The City agrees to establish a release time bank of forty (40) hours per year. Release time may be used by the CECC President or designees to conduct Association business. Use of release time is subject to the advance approval of the City Manager.

3.2 Grievance Meetings. For purposes of grievance or appeal meetings, the City will provide time off with pay for the aggrieved employee plus one other employee during the employee's normal work hours. Meetings held outside of the employees' normal work hours shall be on the employees' own time.

3.3 Witness. Additional employees called by either party may be present with pay during his or her normal work hours to serve as a resource person or as a witness for meetings described above for the limited time required to cover the subject. Meetings held outside the employee's normal work hours will be on the employee's own time.

3.4 Political Activity. The political activity of CECC members will conform to pertinent provisions of State law.

4. Management Rights

Except as otherwise noted in this Agreement, the City retains all rights of management.

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, continue in full force and effect for the term of this M.O.U.

6. Non-Discrimination Clause

The parties agree that there will be no discrimination against any applicant or employee based upon race, religion, sex, national origin, disability, medical condition, marital status, age,

sexual orientation, association activity, political activity, or any other classification protected under State or Federal law.

7. Definitions

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

8. Hours of Work

8.1 General. City agrees to maintain a forty (40) hour work week for its regular full-time positions. Employees on a forty (40) hour schedule must be assigned to work eighty (80) hours in each pay period and 2080 hours per year in order to be classified as full-time employees.

8.1.1 Employees assigned to a position requiring less than full-time work will be considered part-time, temporary or seasonal.

8.1.2 Part-time, temporary and seasonal employees are not represented by and do not receive the benefits contained within this MOU; rather, they receive the benefits provided in City policies as adopted from time to time.

8.1.3 The parties agree that the determination as to whether an employee works a standard, defined or alternative schedule is the management prerogative of the City Manager.

8.2 Work Day / Work Week Described. The parties hereto agree that the normal work day for City employees is one of the following according to the assigned schedule:

8.2.1 For a standard schedule: the normal workday is eight (8) hours in each single workday for five (5) days per workweek.

8.2.2 For a defined 9-80 schedule: the normal workday is nine (9) hours, Monday through Thursday, and eight (8) hours every other Friday.

8.2.3 The workweek for employees assigned to a standard schedule will begin at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday.

8.2.4 The workweek for employees assigned to a defined 9-80 schedule will begin at 12:01 p.m. on Friday and end at 12:00 p.m. the following Friday.

8.2.5 The Department Head will provide to any employee having their work day or shift changed, a forty-eight (48) hour advanced notice, except in the case of emergencies. Should such notice not be properly provided, such time worked during the first two (2) work days on the new shift will be considered overtime.

8.3 Breaks. Employees assigned to an eight (8) hour or longer work day will have either a one (1) hour or one-half (1/2) hour lunch period as assigned by their Supervisor or Department Head, and two (2) separate fifteen (15) minute breaks per day with one (1) occurring before the lunch period and one occurring after the lunch period.

Employees will not be compensated for the lunch break during their normal workday assignments.

8.4 Compensatory Time-Off. This plan is intended to qualify under Section 3(s)(1)(C) of the Fair Labor Standards Act. This plan is subject to the following conditions and restrictions in addition to the limits set forth in Section 204.3 of the California Labor Code.

8.4.1 Authorized overtime hours worked by an employee may be converted to Compensatory Time Off for each overtime hour worked, upon approval of the employee's Department Head. Compensatory Time Off will be accrued at the rate it is earned – straight rate, standard overtime, or double overtime using the same rules as paid overtime. The maximum accrual of compensatory time off will be eighty (80) hours.

8.4.2 The balance of accrued compensatory time off at the end of a fiscal year will be paid to the employee on the second pay period in June. No additional comp time can be accrued in a pay period that would result in a comp time balance as of June 30. Such overtime will be paid out as earned. Any unused comp time will be paid to the employee at termination of employment.

8.4.3 Use of compensatory time off must occur before the use of floating holidays or vacation leave.

8.4.4 Use of accrued compensatory time off is subject to the same requirements as use of vacation and sick leave.

8.5 Reporting Time. Employees may, at the recommendation of their Department Head and upon approval from Human Resources, have one-quarter (1/4) of one hour reduced from their pay for each fifteen (15) minutes they report to work later than their normal starting time.

8.5.1 Continued tardiness for work may result in disciplinary action against the employee.

8.5.2 Employees leaving their work area early without the prior authorization of their Department Head will have their pay reduced in the same manner as is provided for employees who are late for work, and in addition, such absence may be considered as a refusal to work and as such may be considered as grounds for disciplinary action.

9. Compensation and Wages

9.1 Wages Established. Effective the first full pay period in July 2025, the City agrees to compensate the positions covered by this M.O.U. as described on Exhibit "A", attached hereto and by this reference made a part hereof. The City Manager and Department Head shall, within the salary step plan, determine the compensation for positions based on performance, or additional responsibilities and tasks that may be assigned during the term of this M.O.U.

9.1.1 Effective the first full pay period in July of 2026, all pay scales 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% nor more than 3.0%. They FY 2026-2027 exhibit will be updated as numbers for the annual CPI are known and will be attached hereto.

9.2 Pay Period. The City agrees to continue the biweekly pay period for the term of this M.O.U. The pay period will be from the Sunday through the Saturday fourteen (14) calendar days thereafter, or from 12:01 p.m. Friday to 12:00 p.m. the Friday fourteen (14) calendar days following for employees on a 9/80 schedule. The pay date will be biweekly on Friday. Employees

must be compensated for their services within seven (7) working days after the conclusion of a pay period.

9.3 Overtime. Non-exempt employees are eligible for overtime compensation as required by regulations of the U.S. Department of Labor with respect to the Fair Labor Standards Act (FLSA).

9.3.1 Any work in excess of forty (40) hours in a work week will be compensated at no less than 1.5 times the regular hourly rate of pay.

9.3.2 Holiday time off will count toward the employee's work week hours for computation of overtime hours.

9.3.3 Paid leave used will not count towards the employee's work week hours for computation of overtime, except for when the leave is used to make an employee's 8-hour holiday a 9-hour holiday per section 9.4.

9.3.4 Such overtime compensation will be provided upon the approval of the employee's Department Head.

9.4 Holiday Pay. An eligible employee who is required to work on a City-designated holiday will be paid eight (8) hours of holiday pay and will also be paid their regular overtime hourly rate of pay for any hours actually worked on the designated holiday. If the holiday falls on a day that the employee would normally work nine (9) hours, the employee may (1) make up that one hour by using one hour of vacation, comp time or floating holiday; or (2) work one (1) hour of makeup time during the same workweek so long as his or her supervisor approves in writing prior to the workweek. Such approval must be submitted to payroll with the employee's timesheet. When a holiday falls on an off-Friday for employees that work a 9/80 schedule, those employees will be given 8 hours of floating holiday in lieu of an extra paid day off.

9.5 Merit Plan. Effective August 30, 2009, the City will implement a merit plan under which an employee may receive a special merit pay for exemplary job performance. The Department Head must submit the name of an eligible employee to the City Manager for approval. The submittal must contain justification for the special merit pay by including detailed examples of the employee's outstanding job performance and a copy of the employee's current year's annual performance evaluation.

The following specific standards and conditions apply:

9.5.1 The employee must have attained a performance rating of 4 (Exceeds Job Standards) or 5 (Outstanding) in all applicable rating categories during his or her current year's annual performance evaluation.

9.5.2 The employee must have worked a minimum of 1760 work hours during the annual performance evaluation period.

9.5.3 The employee must have attained the annual goals and objectives set for him or her by the Department Head.

9.5.4 A special merit pay will not be paid to an employee who receives a performance rating of less than 4 or 5 in any rating category, or if a disciplinary action has been sustained against the employee.

9.5.5 An eligible employee must have at least two (2) years of full-time continuous service with the City.

9.5.6 A special merit pay shall be five percent (5%) of the employee's base hourly rate, multiplied by the number of regular hours worked during the year immediately prior to his or her current year's annual evaluation due date.

9.5.7 A special merit pay will be paid once, in a lump sum, as an annual premium, to an eligible employee based on the date the employee's special merit pay is approved by the City Manager.

9.5.8 An employee must meet the above standards and conditions each year during his/her annual performance evaluation in order to qualify for any successive special merit pay.

The association recognizes that any merit pay received by a PEPRAs employee is not reportable to PERS as special compensation.

9.6 Longevity Pay. Employees will receive the following longevity pay for the corresponding years of full-time continuous service with the City. For the purposes of computing years of service, the anniversary of full-time employment will be used for qualification.

Years of Service	% of Base Hourly Pay
5	2.5%
10	2.5%
15	2.5%
20	2.5%

9.6.1. Effective the first full pay period after Council approval of this MOU, the 5-year longevity pay will sunset for all employees except those who (1) are receiving longevity pay at the time of the MOU approval and (2) are not yet eligible for Step 6. These employees will continue to get their 5-year longevity pay until such time as they attain Step 6. Upon moving to Step 6, their 5-year longevity pay will cease.

9.6.2. 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.

9.7 Bilingual Pay. In the course of employment, employees requested to provide translation or interpretation of a language other than English will be compensated at the rate of \$520.00 annually (\$20.00 biweekly).

9.7.1. Employees eligible for bilingual pay must be proficient, including reading, writing and speaking fluently in a language that meets the City's operational needs. Employees proficient in American Sign Language are also eligible for bilingual pay.

9.7.2. Eligible employees must be available to provide translation or interpretation services to any City Department.

9.8 Education Incentive Pay. Unless required by the specific job classification, employees who possess or obtain an associate degree (AA or AS), or higher, from an accredited college in a subject matter approved by the Department Head and City Manager will receive 3.5% of their hourly base rate as a special pay. If the degree is from a non-accredited college, then the employee must obtain special approval from the City Manager and Human Resources. Education incentive 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. Education incentive pay is not paid for unpaid leave hours, unless used as part of a workers' compensation TDD calculation.

10. Benefits

10.1 Public Employees' Retirement System (PERS) Program.

The City agrees to maintain a two and one-half percent (2.5%) at age Fifty-Five (55) PERS Retirement Plan for the regular employees who are "classic members", as defined by CalPERS, by paying the PERS employer contribution rate. Effective October 6, 2013, classic members agree to pay the 8% member contribution rate to PERS. All employees will contribute ninety-three (93) cents per bi-weekly pay period for the '59 Survivor's Continuance Benefit. The PERS program offered by the City consists of the basic PERS plan plus the '59 Survivor's Continuance Benefit.

10.1.1 Effective October 6, 2013, the PERS Employer Paid Member Contribution (EPMC) optional benefit has been eliminated.

10.1.2 The City agrees to provide a two percent (2%) at age Sixty-Two (62) PERS Retirement Plan for the regular employees who are "new members", as defined by CalPERS, hired on or after January 1, 2013, by paying the PERS employer contribution rate.

10.1.3 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 rate paid by similarly situated classic members, whichever is greater, up to 8%.

10.1.4 So long as CalPERS allows, the City agrees to extend the CalPERS pick-up member contributions under Internal Revenue Code Section 414(h)(2) provisions to allow member payments by payroll deductions for service credit purchase. This provision provides employees who elect to participate with the benefit of deferring income tax liability on member service credit purchases.

10.1.5 Under current law, exercising the employer pick-up option results in no additional costs to the City. The parties agree that, in the event that the law changes such that costs are imposed on the City, the City will immediately cease designating the employee contributions as being "picked-up" by the City and such PERS contributions will revert to being made on a post-tax basis.

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

10.3 Wellness Incentive Program.

10.3.1 The City agrees to provide to each employee an annual family membership at the City's Fred Endert Municipal Pool, so long as the City continues to operate said facility, at no cost to the employee.

10.3.2 In addition, the City agrees to reimburse each employee 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 any class which is focused on physical activity such as yoga, cross-fit, jazzercise, dance, martial arts, etc.), and fitness or other health-related applications or programs such as Weight Watchers, Noom, Calm, etc. The purpose of this program is to reduce Workers' Compensation claims.

10.3.3 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. Equipment or other physical items are not eligible for reimbursement.

10.4 Reimbursement for Damaged Property. The City agrees to compensate employees who sustain a financial loss for damage or loss of personal property while performing their required duties in a proper and safe manner, and when not due to negligence of the employee. The following chart describes the maximum replacement or repair benefit that the City may provide:

<u>Items</u>	<u>Maximum Benefit</u>
Watches	\$50.00
Shoes (excluding work boots/shoes reimbursed by the City)	\$45.00
Personal Clothing Items (excluding uniform apparel provided by the City)	\$60.00
Jewelry (rings, necklaces, etc.)	Not Applicable
Prescription Eyeglasses/Contact Lenses	Actual Cost of like replacement
Safety Equipment (Dept. Head approved employee purchased items)	Actual Cost of like replacement

The affected employee must submit a completed claim form to their supervisor along with the damaged personal item. For additional information on this benefit, please refer to the City's policy.

10.5 Education Assistance Program. The City will reimburse costs for education based upon IRS Regulation 1.162-5, as noted here: "Employer-paid education that is related to the employee's current job is excluded from income as a working condition fringe benefit if the following conditions are met:

10.5.1. The courses must not be necessary to meet the minimum education requirements of the current position.

10.5.2. The courses are not taken to qualify the employee for a promotion or transfer to a different type of work.

10.5.3. The education must be related to the employee's current position and must help maintain or improve the knowledge and skills required for that job (e.g., a refresher or update course). If the requirements change while the employee is working, employer-paid education designed to meet them is a working condition fringe benefit.

10.5.4. All education reimbursement must be pre-approved (before classes start) by the department head and the City Manager.

For additional information and how to utilize this benefit, please refer to the City's Education Assistance Program Policy.

11. Health and Welfare Insurance

11.1 Employer Contribution for CalPERS Health Insurance. The City will contribute \$250.00 per month toward the cost of the CalPERS Health Premium for both permanent full-time employees and retirees. This amount must never be less than the amount specified in Gov. Code Section 22892(b).

11.2 Flexible Benefit Plan. The City will establish a flexible benefit plan for employee health benefits in accordance with IRS Code Section 125 (Cafeteria Plan), with the following provisions:

a. The City will additionally cover the difference between the amount in 11.1 and 100% of the premium for the employee ("Single") under the CalPERS Gold medical 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. Ground and air ambulance subscriptions may not apply to remote work employees if the service provider is not available in their area.

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 alternative 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 another group health plan (under the Affordable Care Act) will receive a \$700 per month cash-in-lieu benefit payment.

11.3 Medical Insurance Coverage. The City Agrees to offer CalPERS Health Coverage to the employees covered by this M.O.U., and the employee's qualified dependents.

11.3.1. As required by the CalPERS Health Program, eligible retirees of the CECC are qualified to participate in CalPERS Health Plans. The City will not make an

employer contribution to an optional (non-CalPERS) health coverage plan after retirement by an eligible retiree of the CECC.

11.3.2. The City agrees not to change the insurance carrier or the scope of coverage without concurrence of the CECC.

11.4 Dental Insurance Coverage. The City agrees to continue to provide a group dental plan to the employees covered by this M.O.U. The coverage will include the employee and his or her qualified dependents.

The carrier of this coverage will not be changed without satisfying the same conditions as provided for a change of the medical insurance carrier.

11.5 Vision Care Insurance Coverage. The City agrees to continue to provide a group vision care plan for the employees covered by this M.O.U. The coverage will include the employee and his or her qualified dependents.

11.6 Air Ambulance Insurance Coverage. The City agrees to continue to provide air ambulance insurance coverage for the employees covered by this M.O.U., except for applicable exclusions. The coverage will include the employee and qualified dependents. Air ambulance insurance may not apply to remote work employees if the service is not available in their area.

11.7 Life Insurance Coverage. The City agrees to continue to provide life insurance coverage for permanent full-time employees in an amount equal to one and one-half (1.5) times the employee's annual salary, rounded to nearest whole thousand-dollar figure.

11.8 Long-Term Disability Insurance Coverage. The City agrees to continue to provide Long-Term Disability Insurance coverage to the permanent employees. Effective on the first day of the month following City Council approval of this MOU, the monthly premiums will be paid by the City.

11.9 Benefits During Leave: Family and Medical Leave (FMLA) and California Family Rights Act (CFRA). An employee taking family/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.

11.9.1 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.

11.9.2 The City will continue to make the same premium contributions as if the employee had continued working.

11.9.3 The continued participation in health benefits begins on the date leave first begins under the Family Medical Leave Act (FMLA) or under the California Rights Act (CFRA).

11.9.4 All employees must notify the Human Resources Manager at (707) 464-7483 ext. 19 or (707) 954-7245 as soon as possible regarding FMLA for their own serious health condition or that of a family member. For additional information on Family and Medical Leave, refer to the City of Crescent City's FMLA policy.

11.10 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.

12. City-Designated Holidays

The City agrees to provide to the employees covered by this M.O.U. the following holidays off from work and with pay:

New Year's Day	January 1
Martin Luther King Day	January (3rd Monday)
President's Day	February (3rd Monday)
Memorial Day	May (Last Monday)
Fourth of July	July 4
Labor Day	September (1st Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (4 th Friday)
Christmas Day	December 25
Two Christmas Season holidays	To be designated annually by the City Administration with concurrence from each Employee Association.
Two Floating Holidays	To be designated by the employee with approval from the Department Head.

Should any of the above-mentioned holidays fall on a Saturday, the employees will have off the Friday before the holiday with pay. Should any of the above-mentioned holidays fall on a Sunday, the employees will have off the Monday following the holiday with pay. If a City-designated holiday falls on the "off" Friday for any employee working a 9-80 schedule, then the employee will receive an 8-hour floating holiday in lieu of an additional paid day off.

13. Leaves

13.1 Unpaid Leave of Absence. Except as otherwise provided herein, leaves of absence without pay that are in the best interest of the City may be granted by approval of the City Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to the Department Head who will consider each request on its individual merits and circumstances and will forward his or her recommendations to the City Manager for approval. Reasons for rejection of such request will be submitted to the employee by the department head. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the Act.

13.2 Mandatory Use of Paid Leave. During any absence from work, employees must use available leave accruals in accordance with City leave policies to ensure they receive 80 hours of regular pay per pay period, unless the leave is protected by FMLA/ CFRA or workers' compensation.

13.3 Leave Accruals While on Leave. In the event of an extended leave of absence, of twenty (20) work days or more, accruals will temporarily stop until the employee returns to work. Employees on unpaid leave (of any length) will have their sick and vacation leave accruals reduced proportionately for that pay period, unless the leave is protected by FMLA/ CFRA or workers' compensation. Upon the employee's return to work, accruals will be restarted at the same rate that the employee was entitled to before taking the leave, based on his or her length of service. Employees must utilize any unused balances (i.e., sick, comp time, floating holidays, vacation) during their leave time but will not continue to accrue until they return to work.

13.4 Order of Leave Taken. Use of any accrued leave must be taken in the following order:

- 1) Compensatory time off;
- 2) Floating holidays;
- 3) Vacation.

13.5 Leave Hours Charged to Employee. Employees taking time off will be charged eight (8) or nine (9) hours sick/floating holiday/vacation leave depending on the number of hours the employee would normally work on that day.

13.6 Vacation.

13.6.1 Accrual Schedule. The following vacation accrual schedule will be effective on the first pay period after the effective date of this M.O.U. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

<u>Length of Service</u>	<u>Bi-Weekly Accrual Rate</u>
Date of Employment thru 12th month	4.0 Hours
13th month thru 120th month	5.23 Hours
121st month & beyond	6.15 Hours

13.6.2 Utilization. Employees covered by this M.O.U. may not accrue vacation beyond four hundred (400) hours. Vacation leave may not be used by an employee with less than six (6) months of employment, unless they have prior approval of the City Manager. Employees will be compensated at their current rate of pay when vacation leave is used, cashed out, or paid out upon employee separation.

13.6.3 Elective Vacation Cash-Out Plan.

a. Employees have the elective option to cash-out up to forty (40) hours of accrued vacation leave once every six (6) months. An employee must have a minimum balance of 240 hours of accrued vacation at the time of the cash-out request. An employee must have used at least forty (40) hours of vacation in the previous twelve (12) month period.

b. Employees who want to cashout vacation leave must irrevocably elect to do so by December 31 to cashout the following calendar year (beginning with December 2026 for cashouts in the 2027 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 (beginning with calendar year 2027). 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.

13.7 Sick Leave. It is the policy of the City that sick leave is not to be considered a privilege for an employee to use at his or her discretion, but is to be provided as a benefit to be used in case of necessity for an actual illness or disability. It is the responsibility of the Department Head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

13.7.1 Accrual Schedule. All employees, except part-time, temporary and seasonal employees, will be eligible for accrual of sick leave effective from their date of hire. The accrual of sick leave will be four (4) hours per pay period, with an accumulation limit of 720 hours. Leave is earned at the end of the pay period. Leave may not be used before it is earned.

13.7.2 Utilization. Employees may utilize accrued sick leave after their first month of employment. Sick leave with pay will be granted upon the recommendation of the Department Head in a case of the bona fide illness of the employee. Sick leave with pay may be used for the following services: diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

a. The employee may be required to file a physician's or dentist's statement, or a personal affidavit with Human Resources stating the cause of absence before such leave with pay will be granted. After an employee has notified the City of their intention to leave City service, no sick leave will be granted for that employee unless they provide a doctor's written statement for the missed time.

b. Sick leave 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 current state Pregnancy Disability Leave (PDL) laws. A female employee, filling a regular Council approved position shall be entitled to a total of four (4) months leave of absence (with and/or without pay) due to pregnancy disability as determined by a qualified medical provider.

13.7.3 After four (4) consecutive days of illness, an employee may be required to provide a physician's "return to work" release in writing.

13.7.4 Employees who violate or misuse the sick leave provisions may be required to provide a physician's report for each day off when sick leave is requested, and upon further misuse, the employee may be disciplined. Examples may include but are not limited to instances involving patterned absences or utilizing sick leave for reasons other than illness, medical condition, or medical/dental appointments.

13.7.5 Employees returning from sick leave with restrictions must accept light duty when offered. Failure to do so will be considered a voluntary quit and employment will be terminated.

13.7.6 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 Human Resources stating the cause of absence before such leave with pay will be granted. For purposes of this section, immediate family is defined as:

- a. 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 dependency status);
- b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic parent, or a person who stood in loco parentis when the employee was a minor child;
- c. A spouse;
- d. A registered domestic partner;
- e. A grandparent;
- f. A grandchild;
- g. A sibling.

13.7.7 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 time. Immediate family is defined as the same family members as noted above in section 13.7.6.

13.7.8 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.

13.7.9 The City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

13.7.10 Conversion to Sick Leave Bank. Any employee whose available sick leave accrual equals or exceeds seven hundred twenty (720) hours at the end of a bi-weekly pay period must, for the next pay period and any subsequent pay periods until the accrual is below the 720 hours, be compensated by having his or her normal accrual amount for the pay period deposited into a "sick leave bank-CECC."

- a. Use of sick leave hours from this time bank will be by approval of such procedures as are mutually agreed upon by the CECC and the City Manager.
- b. Total sick leave bank accruals deposited may not exceed 960 hours available at any time.
- c. In the event the employee reaches the maximum vacation accrual, no further accruals or conversion may occur.

13.8 Occupational Medical Leave. An employee who is receiving temporary disability indemnity under applicable Workers' Compensation provisions of the California Labor Code, may choose to take as much of his or her available sick leave or vacation leave in such amounts that when added to the temporary disability payment, the employee will receive an amount equal to his or her full salary or wage. Such supplemental payments may continue until all accrued balances are exhausted or the employee returns to work. Such payments will not be continued beyond the date of termination of employment whether voluntary or involuntary.

13.8.1 In all cases covered by the Family Medical Leave Act, the City will provide leave in accordance with the requirements of the Act.

13.8.2 Once paid leave options are exhausted, the accrual of sick and vacation leave benefits will be discontinued until the employee returns to work.

13.8.3 The City Manager (or Human Resources or designee) may grant a leave of absence without pay to any employee who is disabled by job injury or illness. The duration of the unpaid medical leave of absence will depend upon the nature and extent of the employee's disability or incapacity to perform the essential functions of the job position, but in no event will a medical leave be granted for longer than one year, measured from the time the employee is unable to work in his or her regular job position.

13.8.4 Leave may be terminated by the City Manager when he or she determines to his or her satisfaction that the employee is permanently disabled and unable to perform the duties of the class. Such determination may be considered pursuant to the California Public Employees' Retirement Law: "disability" means the inability of a employee to perform the duties of the job for a permanent or extended and uncertain duration, as determined on the basis of a competent medical opinion. Disability is not necessarily an inability to perform every function of a given position. Rather, the determination of whether the employee can *substantially* perform his or her usual duties.

13.8.5 In all situations of Occupational Medical Leave, employees must comply with the City's Work Related Injury or Illness Return-To-Work Policy.

13.9 Parenting Leave. Parenting leave will be considered leave without pay and provided in accordance with applicable federal and state laws; specifically, Family Medical Leave (FMLA) and current 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 employee's Department Head and the City Manager. Use of sick leave may not be taken for parenting leave purposes.

The City will make available forty (40) hours of paid leave in lieu of not participating in Employment Development Department (EDD) programs that may have provided Paid Family Leave for parenting leave purposes.

13.10 Bereavement Leave. Upon the death of a family member, permanent employees are eligible for bereavement leave of up to a maximum of 5 work days with pay. Family member means a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code Section 12945.2.

The City Manager may grant additional time based on individual circumstances. The City Manager may approve other bereavement leave requests on a case-by-case basis.

13.11 Reproductive Loss Leave. Permanent employees are eligible for reproductive loss leave for a maximum of five (5) workdays per incident with pay. 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. The leave must be taken with three (3) months of the qualifying event.

13.12 Jury Duty/Witness Testimony Leave. All employees are eligible for jury leave when called by the court to serve as a juror or provide witness testimony. Employees will receive

their normal compensation so long as the City is reimbursed by the employee for juror or witness fees received.

The employee must provide to their Department Head a copy of the summons, notice, or subpoena directing the employee to appear in court. On a day an employee reports for jury duty and learns that services are not needed that day, the employee must return to work for the balance of the regular work shift.

13.13 Military Leave. The City will provide military leave as required by California State Law.

13.14 Leave of Absence Without Pay. An employee will not be entitled to a leave of absence as a matter of right, but upon request may be granted a personal leave of absence without pay upon the presentation of a valid and satisfactory reason. The approval or denial of such leave is not subject to the grievance or complaint procedure.

13.14.1 An employee must request the leave of absence in writing (Time Off Request form) at least 30 days in advance for a planned leave.

13.14.2 The time off must be approved by the Department Head and City Manager before beginning the leave of absence.

13.14.3 Such leave will not be approved in excess of one hundred twenty (120) calendar days in duration, except that the City Manager, upon the recommendation of the employee's Department Head, may approve one subsequent ninety (90) calendar day leave of absence without pay.

13.14.4 Failure to return to work at the end of the approved leave period will constitute a separation from service of that employee as a voluntary resignation.

13.14.5 The employee will not accrue any benefits, nor will City pay for any benefits during such approved leave of absence without pay.

13.15 Unauthorized Absence – Automatic Termination. An employee absent for more than three (3) working days without prior permission of the Department Head may be considered to have automatically terminated employment with the City. Such termination will be final and without right or appeal or hearing unless said employee furnishes reasons satisfactory to the Department Head and City Manager for not having obtained prior permission.

13.16 Return to Work Requirements. At least one (1) week prior to the expiration of the approved leave of absence, with or without pay, the employee must notify the Department Head of the employee's intention to return to work. Upon the expiration of an approved leave, the employee shall return to work on the next following regular work day. Failure to return to work will be considered a voluntary resignation on the part of the employee unless prior approval is obtained from the employee's Department Head and Human Resources.

13.17 Determination of Continuous Service. The length of an employee's service will be considered continuous while the employee is on an approved leave of absence, with or without pay, and if the employee returns to work on the required return to work day.

Upon re-employment from an involuntary layoff, the employee's previously accrued sick leave credits will be restored. An employee returning from a voluntary resignation will not receive any credits by virtue of their previous employment towards any leave accrual or restoration.

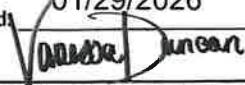
SIGNATURE PAGE
CECC 2025-2027 MOU

Agreed Hereto and
Recommended to City Council:

Dated: 1/29/26

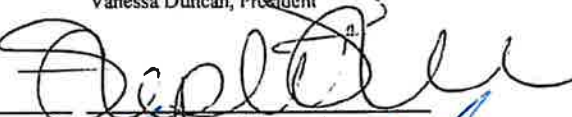
Eric Wier, City Manager


Agreed Hereto for
Clerical Employees of Crescent City
(CECC):

Dated: 01/29/2026

Vanessa Duncan, President

APPROVED AS TO FORM:


Martha D. Rice, City Attorney


Stephanie Stoyer, Vice President


Adrienne McAndrews, Secretary

CECC Pay Schedule – Exhibit A
Effective 7/2025

The parties hereto agree to the following pay schedule for the following positions effective the first complete pay period in Fiscal Year 2025-2026. This pay shall be made retroactive to the first complete pay period in FY 25/26 for all employees employed with the City as of January 1, 2026.

All figures are described in hourly rates.

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk	2	18.81	19.75	20.74	21.78	22.87	24.01
Office Technician	2	18.81	19.75	20.74	21.78	22.87	24.01
Administrative Assistant	6	20.76	21.80	22.89	24.03	25.23	26.49
Community Development Specialist	7	21.28	22.34	23.46	24.63	25.86	27.15
Utility Billing Specialist	7	21.28	22.34	23.46	24.63	25.86	27.15
Records Specialist	10	22.92	24.07	25.27	26.53	27.86	29.25
Tenant Services Technician	10	22.92	24.07	25.27	26.53	27.86	29.25
Administrative Specialist	12	24.08	25.28	26.54	27.87	29.26	30.72
Executive Assistant to the Chief	12	24.08	25.28	26.54	27.87	29.26	30.72

The parties agree that the above pay schedule shall continue in future agreements; however, the exact pay level for each step may vary as agreed upon by the parties.

RULES FOR PAY STEP PROGRESSION: Employees may move through the Steps in the following manner and at the discretion of the Department Head upon City Manager concurrence.

STEP 1: Entry Step. The employee is normally hired at this pay step.

STEP 2: Second Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon six months of satisfactory performance in Step 1 or at the discretion of the Department Head and City Manager.

STEP 3: Third Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon twelve (12) months of satisfactory performance in Step 2, or at the discretion of the Department Head and City Manager.

STEP 4: Fourth Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon twelve (12) months of satisfactory performance in Step 3, or at the discretion of the Department Head and City Manager.

STEP 5: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 4, or at the discretion of the Department Head and City Manager.

STEP 6: Effective the first full pay period following the adoption of this MOU, Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 5 and having obtained all certifications required by their job description.

- The employee's supervisor shall evaluate the employee's performance in the time periods provided for by each pay step to determine if the employee shall progress to the next pay step. Employees at Step 5 will also be evaluated by the employee's supervisor to determine performance strengths and weaknesses.
- All employee evaluations shall be reviewed by the employees' Department Head and City Manager.
- The supervisor shall notify the employee at least ten (10) days prior to the employee's due date for a pay increase as to whether or not the supervisor will recommend a pay step increase for the employee. Employees may utilize the grievance procedure should an employee object to the supervisor's decision in this matter.
- Notwithstanding any of the above, employees who are promoted shall be placed in the pay step of the new classification which provides the employee a minimum increase of five (5) percent unless the pay at the new classification is already at Step 5.
- Employees who are demoted for disciplinary reasons will be paid at the salary of the same step within the lower pay classification.
- Employees who are transferred from one position to another of equal pay shall not be increased or decreased in respect to their present pay.

CECC Pay Schedule – Exhibit A
Effective 7/2026

The parties hereto agree to the following pay schedule for the following positions effective the first complete pay period in Fiscal Year 2026-27, 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.

All figures are described in hourly rates.

	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk	2						
Office Technician	2						
Administrative Assistant	6						
Community Development Specialist	7						
Utility Billing Specialist	7						
Records Specialist	10						
Tenant Services Technician	10						
Administrative Specialist	12						
Executive Assistant to the Chief	12						

The parties agree that the above pay schedule shall continue in future agreements; however, the exact pay level for each step may vary as agreed upon by the parties.

RULES FOR PAY STEP PROGRESSION: Employees may move through the Steps in the following manner and at the discretion of the Department Head upon City Manager concurrence.

STEP 1: Entry Step. The employee is normally hired at this pay step.

STEP 2: Second Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon six months of satisfactory performance in Step 1 or at the discretion of the Department Head and City Manager.

STEP 3: Third Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon twelve (12) months of satisfactory performance in Step 2, or at the discretion of the Department Head and City Manager.

STEP 4: Fourth Step. Employees may be hired at this step upon City Manager approval if conditions warrant such placement, otherwise employees progress to this step upon twelve (12) months of satisfactory performance in Step 3, or at the discretion of the Department Head and City Manager.

STEP 5: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 4, or at the discretion of the Department Head and City Manager.

STEP 6: Employees may progress to this step upon twelve (12) months of satisfactory performance in Step 5 and having obtained all certifications required by their job description.

- The employee's supervisor shall evaluate the employee's performance in the time periods provided for by each pay step to determine if the employee shall progress to the next pay step. Employees at Step 5 will also be evaluated by the employee's supervisor to determine performance strengths and weaknesses.
- All employee evaluations shall be reviewed by the employees' Department Head and City Manager.
- The supervisor shall notify the employee at least ten (10) days prior to the employee's due date for a pay increase as to whether or not the supervisor will recommend a pay step increase for the employee. Employees may utilize the grievance procedure should an employee object to the supervisor's decision in this matter.
- Notwithstanding any of the above, employees who are promoted shall be placed in the pay step of the new classification which provides the employee a minimum increase of five (5) percent unless the pay at the new classification is already at Step 5.
- Employees who are demoted for disciplinary reasons will be paid at the salary of the same step within the lower pay classification.
- Employees who are transferred from one position to another of equal pay shall not be increased or decreased in respect to their present pay.

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**

TABLE OF CONTENTS

SECTION 1 -- PURPOSEPg. 1

SECTION 2 -- EFFECT OF M.O.U.1

SECTION 3 – DEFINITIONS1

SECTION 4 – RECOGNITION1

SECTION 5 -- EMPLOYER-EMPLOYEE RELATIONS RULES1

SECTION 6 – COMPENSATION1

6.1 WAGES1

6.2 PAY PERIOD2

6.3 WORK PERIOD2

6.4 REPORTING TIME2

6.5 OVERTIME2

6.6 EMERGENCY CALL-BACK2

6.7 HOLDOVER2

6.8 HOLIDAY PAY3

6.9 LONGEVITY PAY3

6.10 ACTING DUTY OFFICER PAY (OUT-OF-CLASS)3

6.11 PREMIUM PAY3

SECTION 7 – MISCELLANEOUS4

7.1 PROBATION4

7.2 ABSENCE WITHOUT AUTHORIZATION4

7.3 DISCIPLINE4

7.4 CAL OES / CALFIRE ASSIGNMENTS5

7.5 SHIFT POLICY5

7.6 SCHEDULING5

SECTION 8 – BENEFITS5

8.1 PUBLIC EMPLOYEES’ RETIREMENT SYSTEM (PERS) PROGRAM5

8.2 DEFERRED COMPENSATION5

8.3 UNEMPLOYMENT COMPENSATION6

8.4 WORKERS’ COMPENSATION6

8.5 WELLNESS INCENTIVE6

8.6 HEALTH AND WELFARE INSURANCE6

8.7 CSFA MEMBERSHIP7

8.8 REIMBURSEMENT FOR DAMAGED PROPERTY7

8.9 UNIFORMS AND BOOTS8

SECTION 9 – LEAVES8

9.1 VACATION8

9.2 SICK LEAVE9

9.3	BEREAVEMENT LEAVE	10
9.4	REPRODUCTIVE LOSS LEAVE	10
9.5	JURY LEAVE	10
9.6	COURT TIME LEAVE	10
9.7	MILITARY LEAVE	11
9.8	LEAVE TO VOTE.....	11
9.9	PARENTING LEAVE	11
9.10	LEAVE OF ABSENCE WITH / WITHOUT PAY	11
9.11	BENEFITS DURING LEAVE	12
SECTION 10	-- DURATION OF M.O.U.	13
10.1	DURATION	13
10.2	SEVERANCE & CONTINUATION	13
10.3	WAIVER	13
10.4	PROCEDURE TO FURTHER MEET AND CONFER	13
EXHIBIT "A"	-- CCCFA PAY SCHEDULE 25/26	15
EXHIBIT "A"	-- CCCFA PAY SCHEDULE 26/27.....	16

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 6⁵
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 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).	

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: ADMIN STAFF

DATE: FEBRUARY 9, 2026

SUBJECT: REQUEST TO REMODEL ADMINISTRATIVE SPECIALIST OFFICE FOR SAFETY AND OPERATIONAL EFFICIENCY

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Receive staff report
2. Ask technical questions of staff
3. Receive public comment
4. Further Board discussion
5. Approve the Administrative Specialist office remodel concept and authorize staff to proceed with the project using in-house labor consistent with the preliminary cost estimate, and authorize an internal budget revision within the Department Allotment from the Department Allotment line to the Maintenance – Structure / Improve Grounds line to fund the associated costs

BACKGROUND

The Administrative Specialist office serves as the primary point of contact for members of the public, vendors, and prospective and current volunteers conducting business with Crescent City Fire & Rescue. At this time, the existing office layout does not provide a safe or functional means to greet and assist members of the public while maintaining appropriate access control to administrative and operational areas.

Currently, members of the public are able to enter the administrative work area without a clear physical barrier or controlled point of entry. This presents safety concerns for staff and limits the ability to manage public interactions in a secure and professional manner.

DISCUSSION

Staff is requesting consideration of a remodel to the Administrative Specialist office to improve public safety, workflow efficiency, and functionality of the space. The proposed concept would remove the existing interior wall and extend the office footprint to the location of the current partition wall.

Under the proposed layout, members of the public would enter through the main entrance and conduct initial business at a service window. If it is deemed appropriate or necessary, staff could then grant access through the locked glass door, allowing entry into the administrative area and access to either the Administrative Specialist office or the Interim Fire Chief's office.

In addition to improved access control, the expanded office area would provide additional space for administrative functions, filing, and one-on-one interactions with new volunteers. This is particularly important during volunteer onboarding, when staff must review sensitive paperwork, identification documents, and compliance materials in a controlled and professional environment.

The proposed remodel is intended to enhance safety, improve customer service, and better support the administrative demands of the department while maintaining a welcoming and professional public-facing presence.

FISCAL IMPACT

Based on a preliminary, rough-order-of-magnitude estimate assuming all work is completed in-house by District personnel, the estimated cost to remove an existing approximately 7-foot interior wall, construct a new wall of similar size, and install new flooring to match existing flooring in an approximately 10-foot by 10-foot area is as follows:

- Demolition materials and disposal: \$300 – \$500
- Framing, drywall, and finishing materials (new wall): \$600 – \$1,000
- Flooring materials and adhesives (10' x 10' area): \$700 – \$1,200
- Miscellaneous materials (fasteners, trim, paint, sealants): \$300 – \$500

The estimated cost of the Administrative Specialist office remodel is approximately \$1,900–\$3,200. This action will increase the Maintenance – Structure / Improve Grounds budget line and decrease the Department Allotment (reserves) by the same amount through an internal budget revision.

ATTACHMENT

1. Budget Revision

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: BILL GILLESPIE, INTERIM FIRE CHIEF

DATE: FEBRUARY 9, 2026

SUBJECT: APPROVE PURCHASE OF TWO CANOPIES FOR BATTALION CHIEF VEHICLES

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Receive staff report
2. Ask technical questions of staff
3. Receive public comment
4. Further Board discussion
5. Approve the purchase of two canopies for Battalion Chief vehicles in an amount not to exceed \$9,000, and authorize an internal budget revision within the Department Allotment from the Department Allotment line to the Minor Equipment/Small Tools line to fund the associated costs, with the expenditure offset by revenue from surplus SCBA sales

BACKGROUND

The Crescent Fire Protection District continues to evaluate equipment and vehicle improvements that enhance operational readiness and support command staff during emergency response, training, and mutual aid assignments. Battalion Chief vehicles are routinely used for incident command, extended operations, and deployment-related activities that require the transport and secure storage of equipment.

Staff has identified the need to install canopies on two Battalion Chief vehicles to improve equipment protection, organization, and operational efficiency. Canopies would provide secure, weather-protected storage for response equipment and supplies carried on these vehicles.

DISCUSSION

Staff obtained two vendor quotes for the purchase of canopies suitable for the Battalion Chief vehicles. Of the quotes received, Canopies Plus submitted the lowest cost proposal.

- Vendor: Canopies Plus
- Unit cost: \$4,073.00 each
- Quantity: Two (2) canopies
- Total estimated cost: \$8,146.00

The total cost of the two canopies will not exceed \$9,000.

The proposed purchase would be fully offset by revenue generated from the sale of surplus self-contained breathing apparatus (SCBAs). As a result, this expenditure would not require additional funding beyond the revenue already anticipated from surplus equipment sales.

Approval of this item would allow staff to proceed with procurement and installation of the canopies in a timely manner, supporting operational needs without negatively impacting the District's overall budget.

FISCAL IMPACT

The purchase of two canopies is estimated at \$8,146, not to exceed \$9,000. This action will increase the Minor Equipment/Small Tools budget line and decrease the Department Allotment (reserves) by the same amount through an internal budget revision.

The expenditure is fully offset by revenue received from the sale of surplus SCBAs and will not increase total FY 2025–26 appropriations.

ATTACHMENTS

1. Canopies Plus quote
2. Bedliners Plus quote
3. Budget Revision

CANOPIES PLUS

541-484-1113 FAX
 725B RIVER AVENUE
 EUGENE, OR 97404

Estimate

Date	Estimate #
10/10/2025	6863

Name / Address
CFPD

Project

Description	Qty	Cost	Total
A.R.E. DCU 23" COMMERCIAL ALUMINUM CANOPY	1	3,135.00	3,135.00
FULL LENGTH SIDE DOOR WITH TOOL BOX ON BOTH SIDES	2	225.00	450.00
PAINT TO MATCH	1	488.00	488.00
2008 RAM 2500 CC SB (6.4FT)			
2013 F150			
		Total	\$4,073.00

Customer Signature _____



1326 KOSTER STREET
EUREKA, CA 95501

No. Price Quote

(707) 443-0730 FAX (707) 443-1391 text: 707-496-7068 www.bedliners-plus.com

NAME _____ @ Crescent City Fire & Rescue DATE 9/16/25

ADDRESS _____ Cell _____ Home _____ Work _____

YEAR	MAKE	MODEL	CAB STYLE	BED LENGTH
2013	FORD	F-150	Crew	
LICENSE #	STOCK #	PO #	VIN #	PICK UP DATE

Description	Labor	Parts	Materials
Spray			
SnugTop - Cab Hi Color - Solid front		3872. ⁰⁰	
Seat Covers - Solid fiberglass access doors w/ fold out	T-Handle	N/C	
B&W - Alum. framed fiberglass door w/ fold ext		N/C	
AMP Research T-Handle (FT)			
Bushwacker - Open box on (D) + (P) side (255 per side)		510. ⁰⁰	
Retrax - 12 V LED DOME LIGHT		N/C	
Rigid			
WeatherTech			
WARN			
Westin			
Highway Products			

AUTHORIZATION
I hereby authorize the work described on work order to be done on my vehicle. You and your employees may operate my vehicle for the purpose of product fitting, cleaning, inspection, collection and delivery at my risk. You will not be held responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, accident or any other cause beyond your control. I have read and acknowledge receipt of the estimate for this work. An express mechanics lien is acknowledged on vehicle to secure the amount of work performed.
Bedliners Plus will not warranty truck beds with peeling paint or non-factory paint.
Deposit: A non-refundable deposit will be needed in order to start your work order and to secure any labor and materials costs. Work orders will be confirmed upon receipt of the deposit and the authorized signing of this form. Full payment will be due upon a final receipt. The deposit is confirmation that you the owner understands, accepts and agrees to these terms and conditions.

Total Labor			
Total Parts	4382.	00	
Materials			
Tax	449.	16	
Freight			
Subtotal	4831.	16	
Deposit			
TOTAL DUE	4,831.	16	

Estimated by Sarah Thank you!!
AUTHORIZED AND ACCEPTED

Approved by _____ Date _____

AS LISTED FOR LABOR AND MATERIALS

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS

FROM: BILL GILLESPIE, INTERIM FIRE CHIEF

DATE: FEBRUARY 9, 2026

SUBJECT: ADOPTION OF REVISED COUNTY BUDGET CODING STRUCTURE FOR FY 2025–26

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Receive staff report
2. Ask technical questions of staff
3. Receive public comment
4. Further Board discussion
5. Approve adoption of the revised County budget coding structure for FY 2025–26 using the same total budget amounts previously approved

BACKGROUND

The Crescent Fire Protection District operates within the County of Del Norte’s financial and accounting framework. The District’s FY 2025–26 budget was previously adopted using the County’s chart of accounts and coding structure in effect at the time of adoption.

Subsequent to adoption of the FY 2025–26 budget, the County implemented a revised budget coding structure. The updated coding adds additional sub-object lines and refines account classifications to improve financial tracking, reporting consistency, and compatibility with County financial systems.

DISCUSSION

The revised County budget coding structure reorganizes existing revenue and expenditure accounts but does not change total budgeted amounts. Adoption of the revised coding is administrative in nature and is required to ensure the District’s budget aligns with County accounting standards and reporting requirements.

Key elements of the revised coding structure include:

- Additional sub-lines for improved expenditure tracking
- Updated account classifications consistent with County standards
- No changes to total FY 2025–26 appropriations or revenues

County staff has advised that the revised coding structure should be adopted using the same total budget amounts previously approved by the Board, without a mid-year amendment to increase or decrease appropriations.

FISCAL IMPACT

There is no fiscal impact associated with this item.

- Total FY 2025–26 budgeted revenues and expenditures remain unchanged
- No new appropriations are requested
- No budget transfers are required as part of this action

ATTACHMENT

1. Revised FY 25-26 budget

Crescent Fire

Org	Object	Project	Description	Type	Status	Budget
4001000	41010		Property Taxes Secured	Revenue	Active	\$ (425,000.00)
4001000	41010	PRIOR	Property Taxes Secured	Revenue	Active	
4001000	41015		Property Taxes Unsecured	Revenue	Active	\$ (9,000.00)
4001000	41015	PRIOR	Property Taxes Unsecured	Revenue	Active	
4001000	41030		Property Tax Supplemental	Revenue	Active	\$ (12,000.00)
4001000	41055		Property Assessments	Revenue	Inactive	\$ (541,000.00)
4001000	41120		Timber Yield Tax	Revenue	Active	\$ -
4001000	42000		Interest	Revenue	Active	\$ (54,000.00)
4001000	44253		Rent/Leases - Buildings/Land	Revenue	Active	\$ (6,000.00)
4001000	44255		Rent/Leases - Equipment	Revenue	Active	\$ (39,199.00)
4001000	45580		HOPTR-Secured/Unsecured	Revenue	Active	\$ (5,200.00)
4001000	48021		Fire Assessment Fee	Revenue	Active	
4001000	48021	PRIOR	Fire Assessment Fee	Revenue	Active	
4001000	48100		Sale of Capital Assets	Revenue	Active	
4001000	48300		Fire Protection Services	Revenue	Active	\$ (278,294.00)
4001000	49049		Misc Sales (Non Services)	Revenue	Active	
4001000			Traning Registration Charges	Revenue	Pending	
4001000	49710		TR IN-Inter Fund Revenue	Revenue	Active	
Revenue Total						\$ (1,369,693.00)

4001000	51405	Workers Compensation	Expense	Active	\$	-
4001000	52100	Professional Services	Expense	Active	\$	50,040.00
4001000	52125	Accounting/Auditing Services	Expense	Active	\$	12,000.00
4001000	52140	Legal Services	Expense	Active	\$	5,000.00
4001000	52181	City Admin Services	Expense	Active	\$	1,058,978.00
4001000	52325	Waste Disposal Services	Expense	Active	\$	3,500.00
4001000	52340	Landscaping Services	Expense	Active	\$	2,400.00
4001000	52345	Janitorial Services	Expense	Active	\$	4,560.00
4001000	52500	Maint - Equipment	Expense	Active	\$	6,000.00
4001000	52505	Maint - Struct/Imp Ground	Expense	Active	\$	80,000.00
4001000	52520	Maint - Vehicles	Expense	Active	\$	22,000.00
4001000	52600	Rents/Leases - Equipment	Expense	Active	\$	2,500.00
4001000	52700	Insurance - Liability	Expense	Active	\$	37,994.00
4001000	52800	Communications/Telephone	Expense	Active	\$	3,500.00
4001000	52810	Advertising/Marketing	Expense	Active	\$	-
4001000	52830	Publications and Legal Notices	Expense	Active	\$	300.00
4001000	52900	Training/Conference Expenses	Expense	Active	\$	2,500.00
4001000	52905	Business Travel/Mileage	Expense	Active	\$	2,500.00
4001000	53100	Office Supplies	Expense	Active	\$	400.00
4001000	53110	Freight/Postage	Expense	Active	\$	100.00
4001000	53115	Books/Media/Subscriptions	Expense	Active	\$	200.00
4001000	53120	Memberships/Certifications	Expense	Active	\$	-
4001000	53200	Utilities	Expense	Active	\$	21,000.00
4001000	53210	Utilities - Propane	Expense	Active	\$	12,000.00
4001000	53220	Utilities - Water	Expense	Active	\$	5,500.00
4001000	53250	Fuel	Expense	Active	\$	2,000.00
4001000	53305	Household Expense	Expense	Active	\$	1,500.00
4001000	53400	Minor Equipment/Small Tools	Expense	Active	\$	2,500.00
4001000	53600	Special Department Expense	Expense	Active	\$	200.00
4001000	53636	FF Incentives/Reimbursements	Expense	Active	\$	20,000.00
4001000	54000	Department Allotment	Expense	Active	\$	57,052.00
4001000	55400	Equipment	Expense	Active	\$	45,000.00
4001000	55450	Vehicles	Expense	Active	\$	85,000.00
4001000	59804	TR OUT-Inter Treasurer	Expense	Active	\$	-
4001000	59808	TR OUT-Inter Crescent Fire PD	Expense	Active	\$	-
				Expense Total:	\$	1,546,224.00
				Difference:	\$	176,531.00

CRESCENT FIRE PROTECTION DISTRICT STAFF REPORT

TO: BOARD OF DIRECTORS
FROM: ADMIN STAFF
DATE: FEBRUARY 9, 2026
SUBJECT: DISTRICT EMPLOYEE POSITIONS UPDATE – PAYROLL PLATFORM AND SEASONAL / PART-TIME EMPLOYMENT STRUCTURE

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Receive staff report
2. Ask technical questions of staff
3. Receive public comment
4. Further Board discussion
5. Provide direction to staff regarding whether to proceed with establishing District-employed seasonal or part-time positions and utilizing a payroll platform to support mutual aid state assignments

BACKGROUND

The Crescent Fire Protection District continues to evaluate administrative and employment structures that best support operational needs, regulatory compliance, and participation in mutual aid and state deployment opportunities. As part of this effort, staff has explored options for establishing District-employed seasonal or part-time positions that would allow eligible volunteers to be appointed as District employees when deployed on Cal-OES or Cal-Fire mutual aid state assignments.

In consultation with Matt Wakefield of Cholwell, Benz, & Hartwick, staff reviewed payroll administration options suitable for a small number of seasonal or part-time District employees. Based on this discussion, the payroll platform Gusto was identified as a viable and cost-effective option for District payroll needs.

DISCUSSION

Payroll Administration – Gusto Platform

Gusto is a cloud-based payroll service designed for small public and private employers. The platform provides payroll processing, tax calculations, required reporting, and filing services with federal and state agencies, including the Internal Revenue Service.

Based on current published pricing for the Gusto Simple/Core plan, estimated payroll administration costs are as follows:

- Base platform fee: approximately \$49 per month
- Per-employee payroll fee: approximately \$6 per employee per month, which includes unlimited payroll runs during that month

Under this model, the District would only incur per-employee costs when payroll is actually processed for activated seasonal or part-time employees, making it well suited for intermittent or deployment-based employment.

Gusto manages required payroll filings and reporting, reducing administrative burden and supporting consistent payroll processing and compliance.

Employment Cost Considerations

For planning purposes, staff has identified the following standard employer cost components associated with seasonal or part-time District employment:

- Social Security (Employer Portion): 6.2% of gross wages
- Medicare (Employer Portion): 1.45% of gross wages
- Workers' Compensation Insurance: Estimated at approximately 2%–4% of gross wages for a seasonal or part-time fire service–related classification (exact rate subject to carrier classification and final job duties)

These estimates are provided for conceptual planning only. Final costs would depend on hours worked, wage rates, insurance classifications, and carrier determinations.

Operational and Administrative Benefits

Establishing District-employed seasonal or part-time positions provides several operational and administrative benefits, including:

- Creating a clear employment framework for volunteers participating in Cal-OES and Cal-Fire mutual aid state assignments
- Providing flexibility to activate employment only when assignments occur
- Supporting future scalability should additional deployable positions be identified
- Allowing retired personnel who receive CalPERS benefits to participate in mutual aid state assignments without impacting their retirement status, as employment would be through the District rather than a CalPERS-participating employer

This approach allows the District to support regional and statewide mutual aid efforts while maintaining clear administrative and employment structures aligned with deployment needs.

FISCAL IMPACT

There is no immediate fiscal impact associated with this item at this time. Costs would only be incurred when seasonal or part-time employees are activated and payroll is processed.

Based on current published pricing for the Gusto payroll platform (Simple/Core plan), estimated payroll administration costs are as follows:

- Base payroll platform fee: approximately \$49 per month
- Per-employee payroll fee: approximately \$6 per employee per month (includes unlimited payroll runs)

These costs include payroll processing, calculation and filing of required federal and state payroll taxes, year-end tax forms, and required reporting with the Internal Revenue Service.

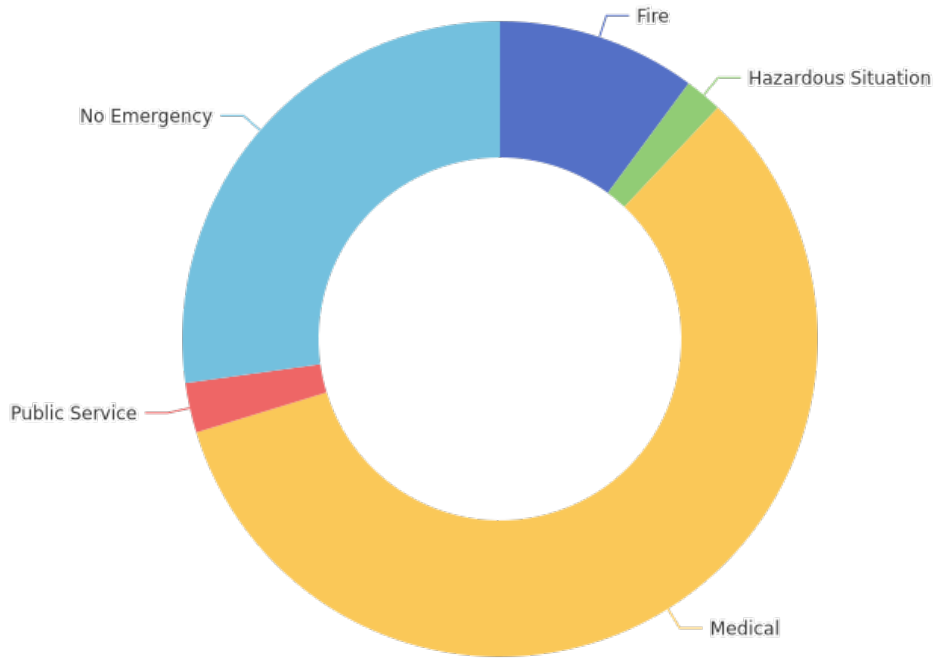
In addition to payroll platform costs, standard employer payroll expenses would apply to wages paid during mutual aid state assignments, including:

- Social Security (employer portion): 6.2% of gross wages
- Medicare (employer portion): 1.45% of gross wages
- Workers' compensation insurance: estimated at approximately 2%–4% of gross wages for seasonal or part-time fire service classifications, subject to carrier classification and final job duties

Any future implementation would be brought back to the Board with more refined cost estimates based on anticipated deployment frequency, number of employees activated, and total hours worked.



FDR-IR: Incident Count by Primary Incident Type



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Fire	16	10.13%
Fire - Outside Fire - Other Outside Fire	2	1.27%
Fire - Outside Fire - Trash / Rubbish Fire	7	4.43%
Fire - Structure Fire - Structural Involvement	3	1.90%
Fire - Transportation Fire - Vehicle Fire - Passenger	1	0.63%
Fire - Transportation Fire - Vehicle Fire - RV	3	1.90%
Hazardous Situation	3	1.90%
Hazardous Situation - Hazard Non-Chemical - Electrical Power Line Down / Arching / Malfunction	1	0.63%
Hazardous Situation - Hazard Non-Chemical - Electrical Hazard / Short Circuit	2	1.27%
Medical	92	58.23%

FDR-IR: Incident Count by Primary Incident Type

Crescent City Fire & Rescue
Address: Crescent City, CA, 95531



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
Medical - Illness - Abdominal Pain / Problems	1	0.63%
Medical - Illness - Back Pain (Non-Trauma)	1	0.63%
Medical - Illness - Breathing Problems	22	13.92%
Medical - Illness - Cardiac Arrest	4	2.53%
Medical - Illness - Chest Pain (Non-Trauma)	6	3.80%
Medical - Illness - Convulsions / Seizures	7	4.43%
Medical - Illness - Diabetic Problems	1	0.63%
Medical - Illness - Heart Problems	2	1.27%
Medical - Illness - Overdose / Poisoning	5	3.16%
Medical - Illness - Stroke / CVA	4	2.53%
Medical - Illness - Unconscious Victim	4	2.53%
Medical - Illness - Altered Mental Status	4	2.53%
Medical - Illness - Unknown Problem	2	1.27%
Medical - Illness - No Appropriate Choice	7	4.43%
Medical - Injury / Trauma - Assault	2	1.27%
Medical - Injury / Trauma - Fall	6	3.80%
Medical - Injury / Trauma - Motor Vehicle Collision	8	5.06%
Medical - Injury / Trauma - Industrial Accident/Inaccessible Incident/Other Entrapment (Non-Vehicle)	1	0.63%
Medical - Injury / Trauma - Stab / Penetrating Trauma	1	0.63%
Medical - Injury / Trauma - Other Traumatic Injury	2	1.27%
Medical - Other - Medical Alarm	1	0.63%
Medical - Other - Standby Request	1	0.63%
Public Service	4	2.53%
Public Service - Citizen Assist - Lift Assist	1	0.63%
Public Service - Alarms (Non Medical) - Fire / Smoke Alarm	2	1.27%
Public Service - Alarms (Non Medical) - CO Alarm	1	0.63%
No Emergency	43	27.22%
No Emergency - False Alarm - Malfunctioning Alarm	2	1.27%

FDR-IR: Incident Count by Primary Incident Type

Crescent City Fire & Rescue
Address: Crescent City, CA, 95531



PRIMARY INCIDENT GROUP / PRIMARY INCIDENT TYPE	COUNT	PERCENT OF TOTAL
No Emergency - False Alarm - Accidental Alarm	4	2.53%
No Emergency - False Alarm - Other False Call	1	0.63%
No Emergency - Good Intent - No Incident Found Upon Arrival / Location Error	4	2.53%
No Emergency - Good Intent - Smoke From Nonhostile Source (Smoke Scare)	1	0.63%
No Emergency - Cancelled	31	19.62%
Total	158	100.00%