



City of Loma Linda Official Report

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Rhodes Rigsby, Councilman
John Lenart, Councilman
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: April 12, 2022

Approved/Continued/Denied
By City Council
Date _____

TO: City Council

FROM: Lydia Flores-Hernandez, Human Resources/Risk Management Analyst *LFA*

VIA: T. Jarb Thaipejr, City Manager *T.J.T.*

SUBJECT: Adopt Council Bill #R-2022-12, Side Letter Agreement between the City of Loma Linda and the Unrepresented Loma Linda Safety (Fire) Management Employees

RECOMMENDATION

Adopt Council Bill #R-2022-12:

Adopt a resolution approving a Side Letter Agreement between the City of Loma Linda and the Unrepresented Loma Linda Safety (Fire) Management Employees.

BACKGROUND

Adopted on June 29, 2021, the City's current Unrepresented Loma Linda Safety (Fire) Management Employees agreement labor contract expires June 30, 2024. The parties met and conferred in good faith in March 2022. The parties agreed to modify Article 4 Sections D and E of the labor agreement.

FINANCIAL IMPACT

None

RESOLUTION NO. 3134

THIS SIDE LETTER OF AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF LOMA LINDA (“CITY”) AND THE UNREPRESENTED LOMA LINDA SAFETY (FIRE) MANAGEMENT EMPLOYEES (LLFME) WITH RESPECT TO THE FOLLOWING:

WHEREAS, the City and LLFME are parties to a Memorandum of Understanding (“MOU”) with the term of July 1, 2021 through June 30, 2024 that sets forth the compensation, hours, and other terms and conditions of employment for classifications represented by the LLFME bargaining unit;


WHEREAS, Article 4 (Supplemental Pay) of MOU includes provisions that set forth the terms of Emergency On-Call/Call Back (Section D) and Extra Duty Pay (Section E);

WHEREAS, the parties have met and conferred in good faith and agreed to modify Sections D and E of Article 4 of the MOU; and

NOW THEREFORE, the City and LLFME agree to amend the MOU as follows:

PASSED, APPROVED AND ADOPTED by the City Council of Loma Linda, California this 12th day of April, 2022, by the following vote:

AYES: Dupper, Dailey, Rigsby, Lenart, Jindal
NOES: None
ABSTAIN: None
ABSENT: None



Phillip Dupper, Mayor

ATTEST:



Lynette Arreola, City Clerk

**Side Letter of Agreement
City of Loma Linda
and
Loma Linda Fire Management Unit**

1. The following language shall supersede and replace Article 4(D) of the MOU in full:

ARTICLE 4. SUPPLEMENTAL PAY

D. Emergency On-Call/Call Back.

Safety management employees working on a shift (56 hour) or forty (40) hour week basis, may be required to be on emergency on-call during off-duty hours. On-call duty requires that employees so assigned shall:

- 1) leave a telephone number where they can be reached; and
- 2) be able to respond to duty within an hour. While assigned to on-call duty, an employee shall be free to use the time for his or her own purpose.

Assignment of on-call duty and approval of compensation shall be made by the Fire Chief based upon the needs of the department. On-call duty shall be compensated as follows:

Hours Paid

1.5 hours

On-call Time

Monday, Tuesday Wednesday or Thursday if the day is not a City holiday

2 hours

Friday, Saturday, Sunday and any City holiday

Said compensation is exclusive of any other compensation and shall not count as hours worked.

2. The following language shall supersede and replace Article 4(E) of the MOU in full:

E. Extra Duty Pay

Safety Management employees shall be compensated at time and one-half for all back-fill/overtime shifts, including assignments through the California Fire and Rescue Mutual Aid System and California Fire Assistance Agreement. Safety Management employees shall be paid at the employee's premium rate and payable to the employee on his/her next regularly scheduled pay period.

3. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU.