

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MONTEREY

and the

MONTEREY FIREFIGHTERS ASSOCIATION

(M F F A)

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 3707

January 1, 2007 through December 31, 2009

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between the
CITY OF MONTEREY
and the
MONTEREY FIREFIGHTERS ASSOCIATION
(MFFA)
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3707

January 1, 2007 through December 31, 2009

This Memorandum of Understanding made, and entered into on May 30, 2007, by and between the designated representatives of the City of Monterey (a public agency, as defined in Sec. 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "City," and the designated representatives of the Monterey Firefighters Association, International Association of Fire Fighters Local 3707, Incorporated (a recognized employee organization, as defined in Sec. 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "Union." City and Union recognize all members of the Monterey Fire Department in the rank of Fire Fighter, Fire Engineer, Fire Captain, and Deputy Fire Marshal herein referred to as "employees," are governed by this Agreement.

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency to the end that City, Union, and the general public may benefit therefrom, and to establish fair and equitable wages, hours, and working conditions for certain hereinafter designated employees of City.

PREAMBLE

The parties acknowledge the provisions of Chapter 10 (Sec. 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The parties agree they will follow those procedures as set forth in this Memorandum of Understanding and the bargaining process required by the Meyers-Milias-Brown Act. Union and City agree to these established procedures.

ARTICLE 1: RECOGNITION

Pursuant to the Monterey City Code section 25-16.09 the City recognizes the Monterey Fire Fighters Association, Local 3707 as the majority representative of all employees regularly employed by the City in the Monterey Fire Department with the rank of Fire Fighter, Fire Engineer, Fire Captain, and Deputy Fire Marshal and any other classification added into the representation unit by resolution of the City Council.

ARTICLE 2: UNION SECURITY

2.1 Use Of City And Fire Department Facilities

Union shall be allowed use of space on available Fire Department bulletin boards for communications having to do with official organization business, provided such use does not interfere with the needs of the Fire Department. City buildings and Fire Department facilities may be made available for use by Union or its representatives in accordance with such administrative procedures as may be established by City. Use of City electronic equipment shall be in accordance with the City's Telecommunication Policy as it relates to personal use.

2.2 Union Access

City agrees to grant official representatives of Union access to discuss employer-employee relations or grievances arising under the terms and conditions of this agreement with represented employees during working hours. It is agreed that there will be no interference by Union's shift representative during the work hours of such employees. No more than one shift representative at a time will be allowed time off for purposes of representation unless consent is given from the Fire Chief, or designee.

2.3 Dues Deduction

The represented employees of Union shall have the right to have their regular Union dues deducted from their paychecks at no cost, subject to the provisions of Monterey City Code Section 25-16.14, entitled "Dues Deduction."

2.4 Union Protection

City and Union will not interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his/her membership or non-membership in Union or his/her lawful activity on behalf of Union.

2.5 Representation

Any employee, at his or her request, will be permitted to have a representative of their choice, who is available within a reasonable period of time, accompany or represent him or her when formal disciplinary action is anticipated or is the focus of any meeting or discussion. The term "formal disciplinary action" does not include reprimands, counseling, or similar actions. Formal discipline is defined as: suspension, pay reduction, demotion, discharge, or any combination of these actions. This Section does not supersede any other rights due to an employee for disciplinary actions.

2.6 Agency Shop

The Union shall continue to provide an agency shop provision in this MOU. The following language shall apply:

As a condition of continued employment, employees in the bargaining unit must either join the Monterey Fire Fighters Association (MFFA), Local 3707, or pay to MFFA, Local 3707 a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

As provided in Government Code section 3502.5 (b) MFFA Local 3707 shall indemnify and hold the City harmless against any liability arising from any claims, demands or other action relating to the City's compliance with the agency fee obligation.

Pursuant to the rules established in Government Code section 3502.5(d) this agency shop provision may be rescinded by a majority vote of all the employees in the unit.

2.7 Union Leave Bank

2.7.1 Transfer of accrued leave to Union Leave Bank: Effective the first full pay period in July of each year, each active bargaining unit employee will contribute to the Union Leave Bank by reducing his/her vacation accrual by eight (8) hours in the first pay period in July. The contribution will be credited to the Union Leave Bank. If, at the end of any fiscal year, the Union Leave Bank has a balance of more than 350 hours, the exchange of hours described above will not occur for that fiscal year.

Employees hired during the year will have no deduction until the following fiscal year's leave bank transfer. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Union Leave Bank.

2.7.2 Carry over of unused funds: If there are any unused hours in the Leave Bank at the end of the fiscal year, these amounts will carry over of unused hours to the following year.

2.7.3 Usage of the Union Leave Bank: When a bargaining unit employee has received the appropriate approval to be absent from his/her scheduled shift(s) to attend conferences related to firefighter or public safety issues or other union-related function, payment of the employee(s) covering for the shift(s), at the applicable regular or overtime rate, will be made, hour for hour, from the Union Leave Bank. The employee absent from work on union business

shall receive pay for their regularly scheduled shift, as such absence shall be recorded as paid Union Leave.

2.7.4 Authorization for use of the Union Leave Bank: Union Leave Bank may be utilized for scheduled work absences contingent upon the following:

1. Absence is for a union authorized event or purpose
2. Use of Union Leave bank for absence has prior written approval of an authorized union official
3. Sufficient balance exists in Union Leave Bank to reimburse the City for the absence at applicable regular and overtime coverage
4. Absence is approved in writing by shift Division Chief

Approval for use of the leave will be denied if there are insufficient hours in the Leave Bank to pay for the coverage of shifts during the proposed absence.

Shift Coverage: The Division Chief shall secure a replacement to cover the shifts resulting from an approved Union Leave absence, pursuant to the current practice for obtaining shift replacements. In the event Union Leave is sought at a time when there are inadequate hours in the leave bank to cover the leave, employees may seek a shift-trade, vacation or comp-time in accordance with current policy and practice.

2.7.5 Time Card Coding: Employees absent on Union Leave and employees covering for employees absent on Union Leave shall code their time cards accordingly.

2.7.6 Disclaimer of Liability: The City assumes no responsibility for how the leave time is used. Time spent on Union Leave is not considered time worked for purposes of worker's compensation or any other purpose and the Union shall indemnify and defend the City for any claim that arises in whole or part from the activities of employees utilizing such leave.

2.7.7 Overtime: Time spent on Union Leave is not counted as time worked for purposes of calculating City or FLSA overtime. Time spent by employees covering for those on Union Leave is counted as time worked for purposes of overtime.

2.7.8 No Waiver of Rights: Nothing in this section shall supercede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire Department and emergency situations are adequately covered.

2.7.9 Sunset Clause: This section 2.7 shall expire June 30, 2010, unless extended by mutual agreement of the parties in a subsequent MOU.

ARTICLE 3: DAYS AND HOURS OF WORK

3.1 Work Period

With the three-four schedule, described in Section 3.2 below, the work period for purpose of Fair Labor Standards Act (FLSA) shall be nine (9) days, calling for sixty-eight (68) hours.. The regular on-duty twenty-four (24) hour work period shall start at 7:45 a.m. (0745) and conclude twenty-four (24) hours later at 7:45 a.m. (0745) the following day.

3.2 Work Cycle

The work cycle shall be a three (3) Platoon A, B, C shift, averaging fifty-six (56) hours per week, with three (3) alternating twenty-four (24) hour shifts on duty, then four (4) consecutive days off repeating (commonly known as a “three-four schedule”), thereafter, per the chart below:

XOXOXOOOO

3.3 Hours Of Emergency Work

All employees in the classifications covered under Article 1 shall render emergency service on a twenty-four (24) hour on-duty basis without interruption.

3.4 Changes Of Time

All employees in the classifications covered under Article 1 shall continue to work their duty shifts during the time changes from Standard Time to Day Light Savings Time and back again until they are relieved by on-coming shift personnel without any changes in total compensation.

3.5 Exchange Of Duty Time

The trading of time between Fire Department employees covered under the terms and conditions of this Agreement shall be in compliance with Monterey Fire Department Administrative Policy No. 123.104, attached as Exhibit “B.” Trades must be made in a minimum of four continuous hours.

3.6 Overtime

Overtime is authorized time worked outside the work schedule as identified in Section 3.2. Overtime shall be granted, worked, documented, and compensated under the provisions of Monterey City Code Section 25-11.05

and this Agreement. It is agreed there will be no change regarding current practice for overtime except as provided in this Agreement.

3.6.1 Calculating Regular City Overtime

For purposes of calculating overtime under City's overtime rules, the work period shall be defined as calling for one hundred twenty (120) hours. Any time in a pay status, defined as including sick leave, vacation, CTO, holiday or disability sick leave, will be counted in calculating overtime under City's system.

For purposes of calculating overtime under City's overtime rules, during any period that the three-four schedule is in place under Section 3.2, the work period shall be defined as calling for seventy-two (72) hours. Any time in a pay status, defined as including sick leave, vacation, CTO, holiday or disability sick leave, will be counted in calculating overtime under City's system.

3.6.2 Calculating FLSA Overtime

For purposes of calculating overtime under FLSA, any hours in a pay status based on sick leave, vacation, compensatory time off, holiday, or disability leave shall be deducted from the pay status. This shall be interpreted to mean that an employee must work in excess of one hundred fourteen (114) hours during a work period in order to be eligible for overtime compensation under the FLSA.

For purposes of calculating overtime under FLSA, during any period that the three-four schedule is in place under Section 3.2, any hours in a pay status based on sick leave, vacation, compensatory time off, holiday, or disability leave shall be deducted from the pay status. This shall be interpreted to mean that an employee must work in excess of sixty-eight (68) hours during a work period in order to be eligible for overtime compensation under the FLSA.

3.6.3 Overtime Hiring for Platoon Staffing

Overtime hiring for Platoon Staffing is contained in Monterey Fire Department Policy number 124.102.

3.7 **Payment Of City Overtime**

City shall pay City Overtime (as differentiated from FLSA Overtime) on the payday after the pay period in which the overtime was earned. Any employee

who receives an overpayment of City overtime shall be required to refund the overpayment to City, or City shall reduce the amount paid to the employee on the next payday by the amount of the overpayment.

3.8 Overtime Control Program

In order to reduce non-emergency overtime expenses, Union and City agree to the current practice referenced in Monterey Fire Department Administrative Policy 123.103, attached as Exhibit "C."

3.9 Emergency Call Back

Emergency call back is defined as beginning when an employee is called back to duty, while not on duty, for purposes of responding to an emergency or providing backup for personnel responding to an emergency and ending when the employee is released from duty (e.g., the scene or the station).

The minimum compensation for emergency call back is two (2) hours at the fire call rate. The two (2) hour minimum includes travel time.

3.10 Modified Work Schedule

When an employee who regularly works a fifty-six (56) hour work week is assigned to a forty (40) hour work week, all leave banks and accrual rates shall remain at the fifty-six (56) hour level. If an employee who accrued leave based on a fifty-six (56) hour work week uses leave time while assigned to a forty (40) hour work week, the amount of leave time charged will be multiplied by 1.4 and deducted from the employee's leave bank, to be consistent with the fifty-six (56) hour accrual basis. This Section is applicable to all employees except the Deputy Fire Marshal, whose time conversion is addressed in Section 3.12.

3.10.1 Modified Work Schedule In Lieu Of Sick Leave

If an employee suffers an injury or illness that prevents the employee from performing the essential functions of his or her job, with or without reasonable accommodation, and does not wish to use sick leave for the recuperation period, the employee may be assigned to a forty (40) hour duty week at the discretion of the Fire Chief, or designee, at his/her request without loss or modification of any rights, benefits, salary, accrual rates, or other total compensation items covered in this Memorandum of Understanding or other City ordinances relating to Fire Department shift personnel.

3.10.2 Modified Work Schedule For Industrial Injury/Illness

City, at its option, may assign an employee suffering from an industrial injury or illness from a fifty-six (56) hour week to a forty (40) hour week at the discretion of the Fire Chief, or designee. This determination shall accommodate the physical or mental limitation(s) and restriction(s) placed upon the employee by a medical provider, balanced with the needs of City, as determined by the Fire Chief. Disabled employees shall be accommodated in accordance with the law. Employees so assigned will not lose any rights, benefits, salary, accrual rates or other total compensation items covered in this Memorandum of Understanding or other City ordinances relating to Fire Department shift personnel.

3.10.3 Modified Work Schedule For Training

City has an option to temporarily reassign shift personnel to a forty (40) hour duty week for purposes of Fire Department sanctioned training classes provided the following criteria are met:

- (1) Maximum duration of training shall not exceed fifteen (15) days;
- (2) A minimum of thirty (30) days prior notification of proposed training;
- (3) Personnel assigned to training shall do so without loss or modification of any rights, benefits, salary, accrual rates, or other compensation items covered in this Memorandum of Understanding or other City ordinances relating to Fire Department shift personnel.

3.11 **Work Schedule**

City and Union acknowledge there are no past practice constraints or maximums concerning work schedules within a twenty-four (24) hour shift. City and Union acknowledge City, through its managers and supervisors, can schedule work activities based upon departmental objectives, priorities and standards, as deemed appropriate by the Fire Chief. The development of such daily schedules will be the responsibility of the Station Captain or Acting Captain, subject to the review and approval of the Fire Chief or his/her designated representative, as indicated in Monterey Fire Department Administrative Policy 232.101, attached as Exhibit "I."

3.11.1 Meal Periods during Training

The Monterey Fire Department will, when possible, schedule a one-hour lunch on days when training occurs. If training occurs off-site, a maximum of 20 minutes travel time will be added before and/or after each meal period, when possible, provided that the employee is required to be away from the station for training immediately before or after the meal period. In an emergency response situation, this section will not apply.

3.12 Work Schedule And Standby Time For Deputy Fire Marshal

The work period for a Deputy Fire Marshal for purposes of the FLSA shall be seven days calling for forty (40) hours. The regular workweek shall start at 12:01 a.m. Sunday and end at 12:00 p.m. the following Saturday. The regular workweek assignment for the Deputy Fire Marshal shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. Working hours are subject to change to meet the Department's needs, including evenings and weekends.

Sick, vacation, and holiday leave will be accrued and used based on a forty (40) hour schedule. If an employee in the Deputy Fire Marshal classification has accrued leave based on a fifty-six (56) hour work week, and wishes to use such leave while working a forty (40) hour schedule, the time shall be converted from a fifty-six (56) hour base to a forty (40) hour base using a conversion factor of 1.4.

When the Fire Chief or designee requires the Deputy Fire Marshal to be on standby, the employee shall earn twenty-five dollars (\$25.00) per day for such standby duty.

ARTICLE 4: HOLIDAYS AND COMPENSATORY TIME

4.1 Holidays

The City of Monterey has a schedule of thirteen (13) paid holidays listed below:

- The first day of January (New Year's Day)
- The third Monday of January (Dr. King's Birthday)
- The third Monday of February (President's Day/Washington's Birthday)
- The last Monday of May (Memorial Day)
- The fourth of July (Independence Day)
- The first Monday of September (Labor Day)
- The ninth day of September (Admission's Day)
- The eleventh day of November (Veteran's Day)
- The fourth Thursday of November (Thanksgiving Day)
- The day following Thanksgiving Day
- The twenty-fifth day of December (Christmas Day)
- The working day immediately preceding Christmas Day
- The working day immediately following Christmas Day
- Any additional holidays granted by the City Council, outside the meet and confer process, for all full-time City employees.

4.2 In Lieu Options

In lieu of the above holidays, all employees shall be entitled to the following holiday leave or pay option:

The employee may elect to either receive compensatory time off or pay for the holidays. Holidays will be accrued at the rate of thirteen (13) hours per month or paid at the rate of eight (8) hours forty (40) minutes per month at the employee's forty (40) hour rate of pay. All holiday time shall be paid unless the employee elects to accrue holiday time subject to the provisions of Section 4.3. The employee may elect semi-annually (during the months of January and July) to change their selection between pay or time off.

Holiday accruals will occur during the last pay period of the month and will be reflected in the month end leave balance report. Holiday pay will be processed during the last pay period of the month and will be reflected on the 10th of the following month's paycheck. Holiday time cannot be accumulated in blocks less than 8.67 hours (full month's accrual rate). If employee's compensatory/holiday leave bank as of the 15th of the month exceeds 119.33 hours, the employee shall receive pay for their holiday time for that month.

Holiday benefits will be pro-rated for new or separating employees. The employee will receive the holiday benefit for the month so long as the major portion of the month is worked or in a pay status.

4.3 Maximum Accumulation Of Compensatory And Holiday Time Off

The combined maximum accrual of compensatory and holiday time off shall not exceed one hundred twenty eight (128) hours. The employee shall have the option of receiving pay or compensatory time off for overtime and holiday time, subject to the principles described in Section 4.4 of this Agreement and Monterey Fire Department Administrative Policy 123.103, attached as Exhibit "C." If the employee does not notify the Fire Department of their selection between pay or compensatory/holiday time off before payroll is submitted to the Accounting Division for the pay period in question, then the overtime hours will be paid. Holiday time selection between paid and accrued time shall be controlled by Section 4.2 of this Agreement. Should the employee's compensatory/holiday time off balance be at the maximum of one hundred twenty eight (128) hours, all overtime or holiday time earned above the maximum shall be paid to the employee.

4.4 Use Of Compensatory And Holiday Time Off

The use of compensatory and holiday time off shall be in accordance with Monterey Fire Department Administrative Policy 123.103, attached as Exhibit "C" and Section 4.2 of this Agreement.

4.5 Minimum Leave Events

The minimum leave that can be taken by an employee for all leave events shall be four (4) continuous hours.

ARTICLE 5: VACATION

5.1 Entitlement

All full time personnel shall accrue annual vacation leave at the rates provided below:

Years of Continuous Service	40 Hour Week Annual Accrual	56 hour week Annual Accrual
First 5 years	2 weeks	112 hours
After 5 years	3 weeks	168 hours
After 10 years	17 days	190 hours
After 15 years	4 weeks	224 hours
After 20 years	23 days	256 hours

Employees moving between a 40-hour per week and a 56-hour per week schedule convert vacation balances using a conversion factor of 1.4.

Rules pertaining to accrual and use of vacation are contained in the City's Personnel Rules found at Monterey City Code section 25-12.01.

5.2 Selection And Use

The selection and use of vacation hours shall be in accordance with Monterey Fire Department Administrative Policy No. 123.103, attached as Exhibit "C."

5.3 Minimum Leave Events

The minimum leave that can be taken by an employee for all leave events shall be four (4) continuous hours, except for educational purposes, as defined by the meet and confer with the Labor Management Committee.

ARTICLE 6: SICK LEAVE

6.1 Accumulation And Use

Sick leave shall accrue at the rate of twelve (12) hours per month, if the employee works the major portion of the month, and use shall be in accordance with Monterey City Code Section 25-12.02 and Monterey Fire Department Policy 123.103, attached as Exhibit "C." Sick leave shall not be used for non-emergency appointments.

6.2 Family Sick Leave

A represented employee may use up to half (seventy-two (72) hours for shift employees and forty-eight (48) hours for the Deputy Fire Marshal) the amount of sick leave the employee accrues on an annual basis to attend to an illness of the employee's immediate family member as defined by the City Personnel Rules in Section 25-12.02(d). Employees who are assigned to modified duty in accordance with Section 3.10 shall be entitled to use up to seventy-two (72) hours of sick leave to attend to an illness of the employee's immediate family member as defined by the City Personnel Rules in Section 25-12.02(d), and shall have their leave banks deducted in accordance with Section 3.10.

This Section does not extend the maximum period of leave to which an employee is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2), and City policies implementing these Acts regardless of whether the employee receives sick leave compensation during that leave.

6.3 Bereavement And Critical Illness Leave

The use of sick leave for Death or Critical Illness of an immediate family member shall be in accordance with Monterey City Code Section 25-12.02(e) and Monterey Fire Department Policy 123.103, attached as Exhibit "C." Sick leave for critical illness is limited to forty-four (44) hours and forty-five (45) minutes on the shift schedule (32 hours for the Deputy Fire Marshal) and for bereavement leave is limited to fifty-six (56) hours on shift schedule (40 hours for the Deputy Fire Marshal) in a calendar year.

6.4 Family And Medical Leave Act

Represented employees are eligible for leave under the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement, City Personnel Rules, and Fire

Department policies shall be applied in conformance with the FMLA and the CFRA.

6.5 No Pay Status For LTD

An employee may elect after sixty (60) calendar days not to use sick leave for an illness or injury and go into a no pay status with City. The intent of this provision is to permit an employee to coordinate the treatment of their pay status by City with the benefits of a Union provided long term disability (LTD) insurance plan.

6.6 Sick Leave/Industrial Disability Retirement

Upon either City's approval of an employee's application for industrial disability retirement, or upon City's independent determination that a represented employee is industrially disabled, the represented employee shall not be entitled to use any remaining sick leave, and any remaining sick leave balance in the represented employee's account shall be cancelled. This provision is intended to exercise City's rights under Government Code Section 21163.2. Represented employees employed in a represented classification prior to March 1, 2000, shall not be covered by this Section.

6.7 Cash Out Of Unused Sick Leave

An employee with at least twenty (20) years of Monterey Fire Department service who retires on a regular, non-disability retirement may "sell back" up to forty percent (40%) of the employee's unused accumulated sick leave. City shall pay for the sick leave at the base rate of pay on the day of retirement.

Any sick leave days an employee "sells back" under this Section shall not be converted to additional service credit under Section 11.1.2 of this Agreement.

6.8 Minimum Leave Events

The minimum leave that can be taken by an employee for all sick leave events or Labor Code 4850 leave shall be fifteen (15) minutes.

6.9 Catastrophic Leave

The City maintains a Catastrophic Leave program that allows employees to donate accrued vacation, holiday or compensatory time to eligible employees suffering a catastrophic illness or injury. The Catastrophic Leave program is outlined in the City's Personnel Rules found at Monterey City Code section 25-12.11. For employees working a 56-hour schedule, the hours referred to in section 25-12.11 c 5 regarding maximum hours, initial leave time hours and balance threshold hours to receive additional time shall be multiplied by a factor of 1.4.

ARTICLE 7: UNIFORMS

7.1 Uniform Standard

The Uniform Standard shall comply with the Monterey Fire Department Administrative Policy, attached as Exhibit "D." This policy may be modified by the Labor/Management Committee during the term of this agreement.

7.2 Uniform Allowance

The City shall continue to provide Uniform Allowance pay in the following sums and the Uniform Allowance shall be payable under the provisions of appropriate City ordinances.

January 1, 2007: \$75/month

January 1, 2008: \$90/month

ARTICLE 8: PROBATION AND STEP ADVANCEMENT

8.1 Probation

Probationary rights shall be in accordance with Monterey City Code Section 25-10.05.

8.2 Step Advancement

Step advancement will be in accordance with Monterey City Code Section 25-5.05(b).

ARTICLE 9: INSURANCE PLAN

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this agreement, a change in insurance plans or coverage is necessary, City shall provide notice thirty (30) days in advance, and, upon request, meet with representatives of Union.

9.1 Dental/Orthodontia Insurance

City shall provide an annual maximum of \$2,500 dental coverage per covered individual (employee and dependents). Dental sealant is included as part of this basic coverage. Lifetime maximum orthodontia coverage of \$3,000 shall be provided for each individual covered by this plan (employee and dependents).

9.2 Vision Care

City will continue to provide vision care coverage for employees and dependents.

9.3 Life Insurance

City will continue to provide a \$10,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this agreement.

Additional Term Life Insurance may be purchased by each employee through payroll deductions in increments of \$10,000 up to at least \$50,000 life insurance coverage. In accordance with IRS regulations, only premiums for up to \$40,000 of employee purchased term life insurance may be paid on a pre-tax basis. The purchase of additional insurance shall be in accordance with payroll deduction procedures established by the Finance Director and the underwriting requirements of the insurance carrier.

9.4 Major Medical Insurance

The provisions of this plan require participation by Union in the Public Employees Medical and Hospital Care Act (PEMHCA).

9.5 Non-Elective Contributions/Premiums

During the term of the contract, City's contribution to insurance coverages will be as outlined below. Employees shall not have the option of using these contributions for any other purpose. During the term of the contract, should

the dental (employee only premium), vision and/or life non-elective contributions/premiums increase, City will pay these increases. Should, during the term of this agreement, the non-elective contributions/premiums for dental (employee only premium), vision, and/or life decrease, City shall retain the savings from the decrease. The non-elective contribution/premium toward the medical will be the following:

January 1, 2007: \$80.80 per month per employee
 January 1, 2008: \$97.00 per month per employee

Effective January 1, 2009, and in accordance with State Law, the non-elective contribution/premium paid by the City toward the medical for active employees shall be adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

<u>Plan</u>	<u>Amount</u>
1. Medical -	Applied toward premium - \$80.80mo/employee, increasing to the amounts shown above on the effective dates above.
2. Dental -	Employee only premium
3. Vision	Employee & dependents
4. Life -	Basic \$10,000 policy

9.6 Elective Contributions/HPSF

City will contribute a monthly sum to the employee’s Health Plan Spending Fund (HPSF), which shall be adjusted annually to the following monthly amount based on the employee’s participation status in City sponsored medical health insurance plans:

Coverage January 1, 2007	Monthly
Employee Opts Out Of Medical	\$452.17
Employee Only	\$540.17
Employee Plus One	\$841.17
Employee Plus Two	\$988.00

Coverage January 1, 2008	Monthly
Employee Opts Out Of Medical	\$452.17
Employee Only	\$540.17
Employee Plus One	\$912.00
Employee Plus Two	\$1,084.00

Coverage January 1, 2009	Monthly
Employee Opts Out Of Medical	\$452.17
Employee Only	\$540.17
Employee Plus One	\$1,022.00
Employee Plus Two	\$1,228.00

The amounts above may be applied to the following:

- (1) Medical coverage for themselves and dependents under PEMHCA;
- (2) Dependent dental coverage;
- (3) Additional term life insurance to the limits described in section 9.3;
- (4) To make contributions toward dependent care as described in Section 10 of this agreement;
- (5) To make contributions toward flexible spending as described in Section 10 of this agreement; and/or
- (6) To take any unused cash value after selecting from the above options as taxable cash-in-lieu.

City has agreed to increase its contributions to employees' Health Plan Spending Fund effective January 1, 2007. City did not begin paying the increased amounts on January 1, 2007, because this Agreement was not yet final. Accordingly, for the pay dates from January 10, 2007, through July 10, 2007, City shall pay each employee a one-time lump sum amount equal to the difference between the amount that City actually paid to the employee's Health Plan Spending Fund during the pay dates from January 10, 2007, through July 10, 2007, and the amount that City would be obligated to pay to the employee's Health Plan Spending Fund during that same time period under this Agreement. This lump-sum payment shall satisfy the City's obligation to provide increased contributions to employees' Health Plan Spending Fund for the pay dates from January 10, 2007, through July 10, 2007. The one-time lump sum payment shall not be incorporated into the employee's compensation reported to CalPERS. Lump sum payments shall be calculated as follows, based on the employee's participation status in City sponsored medical health insurance plans:

Coverage Category	New Agreement Monthly Payments (Effective January 1, 2007)	Prior Agreement Monthly Payments	Monthly Difference	Difference Multiplied By <u>6.5</u>
Employee Opts Out Of Medical	\$452.17	\$452.17	\$0	\$0
Employee Only	\$540.17	\$540.17	\$0	\$0
Employee Plus One	\$841.17	\$783.00	\$58.17	\$378.11
Employee Plus Two	\$988.00	\$933.00	\$55.00	\$357.50

Not to be confused with the non-elective contributions contained in Section 9.5, any increases in PEMHCA rates will be paid by the employee through cash-in-lieu and/or salary deduction. Decreases in PEMHCA rates will remain in cash-in-lieu.

ARTICLE 10: SECTION 125 PLAN

10.1 IRS Section 125 Plan

Employees may elect to participate in three Section 125 programs offered by City. The available programs are Premium Conversion, Dependent Care, and Flexible Spending Account. Each of these programs will be administered in accordance with the IRS Code. Employees will pay any administration fee for this service through payroll deductions. The Flexible Spending Account carries a maximum participation of five thousand dollars (\$5,000) per employee, per calendar year.

For purposes of information, the following is a description of premium conversion, dependent coverage, and flexible spending account.

Premium Conversion: Permits payment of health insurance premiums subject to salary deduction with pre-tax income.

Dependent Care: Permits payment of eligible dependent care expenses (minor and/or adult) with pre-tax income.

Flexible Spending Account: Permits payment of eligible health care expenses not reimbursed by health insurance with pre-tax income.

10.2 IRS Rules Control

The above descriptions are not intended to supersede current Internal Revenue definitions or how these definitions may change from time to time. The descriptions are for informational purposes only.

ARTICLE 11: RETIREMENT

11.1 Public Employees Retirement System (PERS)

11.1.1 3% At 50 Plan

The City will continue to provide the 3% at 50 Public Employees Retirement System (PERS) safety retirement plan for each represented employee.

11.1.2 Credit For Unused Sick Leave

As permitted by California Government Code Section 20965, an employee who retires may convert up to one hundred percent (100%) of the employee's unused accumulated sick leave to additional service credit at the rate of 0.004 years of service credit for each day of unused sick leave (i.e. 250 days of sick leave equals one additional year of service credit.)

If an employee elects to convert unused accumulated sick leave to additional service credit, those sick leave days shall not be "sold back" under Subsection 6.7 of this Agreement.

11.1.3 1959 Survivor Benefits

Each represented employee shall be enrolled in the PERS 1959 Survivor Benefit, Indexed Level.

As required by Government Code Sections 21380-21387, including Section 21382.4, and related PERS regulations, each represented employee shall contribute any required PERS member contribution toward the cost of this benefit.

11.2 Implementation Of Internal Revenue Code Section 414(H)(2)

City shall make the employer contribution to PERS for each employee, and each employee will pay his/her own member contribution, with state and federal income tax on the member contribution deferred to the extent allowed by the Internal Revenue Code 26 USC Section 414(h)(2). During the term of this Agreement, City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS.

11.3 City Funded Retirement Health Savings Plan

Effective January 1, 2007, the City will contribute \$50.00 per month per employee to the Retirement Health Savings Plan (RHSP). The City's contribution and related investment results will then be provided to the employee upon separation, or retirement, as long as the employee reaches 10 years of City service.

If an employee does not reach at least 10 years of City service or more, the City's contribution and investment results shall return to the City to offset further contribution costs. If the employee chooses to contribute his/her own funds to the RHSP, the employee's funds and related investment results shall be available to the employee upon separation regardless of vesting.

Disclaimer

The above descriptions are not intended to supersede current Internal Revenue Service regulations or how these regulations may change from time to time. These Internal Revenue Service regulations may affect the City's ability to provide this program. Further, this section would be subject to the rules and restrictions of the City's RHSP provider, currently ICMA. The descriptions are for informational purposes only.

11.4 Deferred Compensation—Match Program

Effective January 1, 2008, the City will match up to \$12.50 per pay period (\$25.00 per month) of an employee's contribution to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law. This section shall become effective the first full pay period after an employee submits the paperwork for the matching deduction to the payroll.

ARTICLE 12: SALARY

12.1 Salary

During the term of this Agreement, the following increases to base salary shall be made to the classifications of Fire Fighter, Fire Engineer, Fire Captain, and Deputy Fire Marshal in accordance with the procedures established by the Finance Director:

Effective January 1, 2007, the base salary for represented employees shall be increased by thirteen percent (13%).

Effective January 1, 2008, the base salary for represented employees shall be increased by three and one-quarter percent (3.25%).

Effective January 1, 2009, the base salary for represented employees shall be increased by three and one-quarter percent (3.25%).

12.2 Emergency Medical Technician (EMT) Differential Pay

All represented employees hired after August 3, 2004 are required to obtain and maintain Emergency Medical Technician (EMT) certification as a condition of employment. The City will provide on-site training at its expense; however, for off site training the Fire Chief's approval is need

All represented employees who have and maintain an Emergency Medical Technician (EMT) certification shall receive a 5% salary differential. City agrees to provide EMS training required to maintain EMT certification during work hours.

12.3 Educational Incentive Pay

12.3.1 Grandparented Educational Incentive Pay

12.3.1 (1) Entitlement And Rate Of Compensation

The entitlement and compensation of Educational Incentive Pay (EIP) shall be in accordance with the provisions of Monterey City Code Section 25-11.07.

12.3.1 (2) Eligibility

All employees hired prior to October 1, 1990, will continue to be eligible to participate in the Educational Incentive Program. Employees hired by City after

October 1, 1990, will not be eligible to participate in the Educational Incentive Program.

12.3.2 Continuing Education Incentive Plan

, All employees who have completed their initial probationary period in the Fire Department may participate in the Department's Continuing Education Incentive Program (CEIP) provided, however, that an employee may not participate in both EIP and CEIP. Such participation will be subject to the rules of the CEIP as maintained in the Departmental CEIP policy. Employees participating in CEIP may be eligible to receive five (5) percent premium pay on base salary for a Baccalaureate and a seven and a half (7.5) percent premium pay on base salary for a Masters Degree subject to the provisions of CEIP. Additionally, employees participating in CEIP are required to meet a continuing job related educational requirement as outlined in the Departmental CEIP policy to maintain eligibility for the above described premium pay.

12.4 Out Of Class Pay

12.4.1 Rate Of Compensation

Employees assigned to work out of class shall receive pay for duties of the position assumed after serving for seventy-two (72) cumulative test hours in an out of class classification. If the employee has performed the duties of the classification for twenty-four (24) cumulative hours over six (6) months of service without a break in service, the employee shall continue to be eligible for acting out of class pay when assigned to perform the duties of the classification. If the employee has not met this test, then the employee shall be subject to a mutually satisfactory re-qualification program before re-qualifying for acting out of class pay. Employees eligible for acting out of class pay shall receive increased pay as provided below:

Firefighter working as Engineer: 5%
Firefighter working as Captain: 10%
Engineer working as Captain: 5%
Captain working as Division Chief: 10%

If an employee is qualified to receive working out of class pay as specified in this section of the MOU, employee shall receive working out of class pay for all hours worked when working out of class for periods of four (4) consecutive hours or more.

In an effort to help City reduce costs, the employee must accumulate at least twenty-four (24) hours of acting status prior to submitting for pay, except upon termination for any reason. If an employee's rate of pay is to change for any reason, any time accumulated prior to the change must be submitted and paid at the rate in effect when the time was earned.

12.4.2 Acting Division Chiefs

The Fire Chief will establish a list of eligible employees that may serve as the acting Division Chief. The Acting Division Chief's list will be comprised of those employees who are on the Division Chief promotional hire eligibility list.

All acting Division Chiefs will receive Department-designated training and education that is designed to assure the employee is capable of leading the City's fire forces in both emergency and non-emergency settings.

Acting Division Chiefs will be used at the discretion of the Fire Chief or his designee. Acting Division Chiefs will be assigned only after all regular Division Chiefs have been provided the opportunity to work the shift in which Division Chief coverage is needed, as determined by the Fire Chief. Acting Division Chiefs will not be assigned involuntarily to work during periods they are not otherwise scheduled to work.

12.4.3 Acting Fire Engineer

- 1) The Monterey Fire Department will continue to maintain a volunteer list for Acting Fire Engineers.
 - a. Personnel may elect to remove their names from this list, but must do so in writing a minimum of ten working days (standard 40hr work week) prior to having their name removed.
- 2) Employees who take and pass a promotional test for the position of Fire Engineer will automatically be placed on the Voluntary Acting Engineers List. These individuals may not remove their name from the Acting Engineer List during the life of the promotional list.
- 3) In order to comply with the job specification condition of employment for the position of Fire Fighter, all current Monterey Fire Fighters that are not on the Acting List, or have

not taken and passed a recent promotional test, will complete the Acting Engineers Taskbook by October 11, 2005. For those employees who are on probation as of September 7, 2004, the completion date for the Acting Engineer Taskbook process will be June 1, 2006. Current members include all employees hired before July 1, 2004.

- 4) All new Fire Fighters hired after July 1, 2004 must complete any current and approved Acting Engineers Taskbook within (12) months. Failure to complete this requirement may result in release from employment, without cause, at the discretion of the Fire Chief.
- 5) As a matter of practice, those personnel that are on the Voluntary Acting Engineers List shall be required to act out of class in accordance with Monterey Fire Department SOG 120.001. If no personnel on the Acting List are available, a trained Fire Fighter will be compelled to act by the City.

12.5 Total Compensation

This is not a total compensation agreement. City and Union agree that the principles of total compensation as traditionally practiced in prior agreements do not apply to this agreement. All adjustments to salary and benefits during the term of this agreement shall only be as set forth herein.

ARTICLE 13: WELLNESS

13.1 Sports Center Pass

Upon submission of a completed City of Monterey Doctor Visitation form, employees shall receive annual, renewable and nontransferable employee-only passes to the Monterey Sports Center in order to implement their personal fitness programs. The Doctor Visitation form may be obtained from the Personnel Department. These passes shall be subject to renewal by City in accordance with a medical examination or an examination that is required as part of the Fire Department Physical Exam Program and may be discontinued on an individual basis for failure to comply with the program procedures or upon separation from City employment. Use of the Sports Center will be limited to off-duty hours.

Employees may apply the dollar value of the employee-only pass to the Monterey Sports Center towards the purchase of a family pass to this facility. The employee shall be responsible for the cost differential between the credit value of the employee-only pass and the family pass. Every twelve (12) months from the date of the purchase of the family pass, the employee shall be afforded the opportunity to make an election to continue crediting the value of the employee-only pass towards the family pass, which shall be irrevocable for the next twelve (12) months.

Employees electing to receive a family pass under this program shall have a payroll deduction for the cost of maintaining the family pass active from month to month based on the difference between the cost of the family pass and the employee-only pass. Upon separation from City, the family pass shall be cancelled unless the separated employee elects to maintain the pass under the same conditions available to the general public.

13.2 Physical Fitness Program

City and Union agree to the Physical Fitness Program attached as Exhibit "E." It is agreed this program is under development and that constant evaluation is a benefit to City and Union membership.

13.3 No Smoking Policy

City and Union agree that smoking is prohibited on and off duty and that violation of this agreement can subject an employee to discipline, as provided in the Monterey Fire Department Administrative Policy attached as Exhibit "F."

13.4 Substance Abuse

City and Union agree it is to their mutual benefit to ensure the workplace is drug free. The Fire Department Substance Abuse Policy, attached as Exhibit "G," is intended to ensure employees are: (1) not using illegal drugs in or out of the workplace; (2) not using prescription or controlled medications in a manner other than as prescribed; or (3) not under the influence of drugs or alcohol while on duty. City and Union recognize that separate from testing employees for drug use based on "reasonable suspicion," a random drug testing program will achieve these goals, and the parties agree to participate in such a random testing program as set forth herein. The process for City's selection of appropriate medical and laboratory personnel to conduct such tests shall allow participation of at least one representative from Union.

13.5 Physical Exams

Employees may use the City contract doctor or may choose to utilize their own doctor for their periodic City scheduled physical examination. For those employees choosing to utilize their own doctor, the City will reimburse the employee for actual out of pocket costs, that would otherwise not be reimbursed, to utilize their own doctor, not to exceed the amount that the City pays for physical examinations through its contract doctor. The employee, to receive said reimbursement, must present to the City the insurance carrier's Explanation of Benefits indicating the full amount of insurer payment. Employees choosing to utilize their own doctor must require their doctor to conduct the same physical examination as specified in the City's contract and provide a written report to the City certifying the employees' fitness for duty. Employees choosing to utilize their own doctor shall schedule their own appointments.

ARTICLE 14: MISCELLANEOUS PROVISIONS

14.1 Exhibits

Exhibits referenced in this Memorandum Of Understanding are attached.

14.2 Hiring Of Chief Officers

When City is in the process of hiring for the position of Fire Chief, Union may suggest candidate dimensions for incorporation into the candidate testing process.

14.3 OES Response

City agrees that the staffing level for O.E.S. response shall be four (4) paid personnel. The four (4) personnel response shall be the minimum except in those instances when it is not possible to staff four (4) due to the unavailability of paid staff . The parties agree that upon mutual agreement, the staffing levels may be altered. Should the O.E.S. change staffing levels during the term of the Memorandum of Understanding, the parties will conform to the requirements of the O.E.S.

14.4 Safety Equipment

Standards for safety equipment shall be at a minimum described in “Excerpts from N.F.P.A. 1500,” attached as Exhibit “H.”

14.5 Tuition Reimbursement

The Tuition Reimbursement allowance shall be five hundred dollars (\$500) per year per employee. The program shall include reimbursement for seminars and other accredited courses that are job related and course textbooks.

14.6 Prepaid Legal Services

Each represented employee shall have the option of participating in a prepaid legal service plan. Each participating employee shall pay, via payroll deduction, the monthly fee established by the company providing the prepaid legal service.

14.7 Automatic Aid Response To Emergency Incidents

During the term of this Agreement, City retains its right to enter into automatic aid response agreements with neighboring jurisdictions. The decision to enter into an automatic aid agreement shall be based upon the City Council’s sole judgment and discretion. At its option, Union may request

to meet with the Fire Chief to discuss any impact that such agreements may have on mandatory bargaining subjects. Any agreements reached by City and Union shall be written, signed, and attached to this Agreement.

14.8 **Labor Management Committee**

A. MFFA Local 3707 and the Fire Chief shall jointly create a standing Labor/Management Committee which purpose and goals shall be to:

1. Foster a creative, cooperative, and collaborative relationship between the management of the Monterey Fire Department and the Monterey Fire Fighters Association, IAFF Local 3707.
2. Enhance mutual cooperation and communication.
3. Provide a forum to discuss and resolve departmental operational issues and concerns outside of the formal collective bargaining format.

B. Membership:

1. The Committee shall consist of six members:

- a. Three members shall represent labor and be appointed by MFFA Local 3707.
- b. Three members shall represent management and be appointed by the Fire Chief.

2. Members shall serve at the discretion of their respective appointing authority.

3. Committee membership shall be voluntary and without compensation or other benefit.

C. Meetings:

1. Committee meetings shall be as frequently as agreed by mutual consent, but not less than once per calendar quarter.

2. The lead representative for either party may request a committee meeting, and shall provide a description of the items/issues requested for discussion and/or action.

- a. Committee meetings shall be scheduled as soon as practically possible by mutual agreement of both parties. Neither party shall arbitrarily refuse to meet within a reasonable time frame pursuant to a meeting request by the other party.

b. Meeting time and location shall be by mutual consent.

D. Authority

1. The Committee shall have the following authority:

a. By mutual agreement, to create, modify, suspend, or rescind any department-level policy, procedure, guideline, or practice not in conflict with the text of this MOU, any city code section, policy, rule, or practice, or in violation of any county, state, or federal law, regulation, or ruling. In accordance with the above, the parties may, by mutual agreement, propose to modify Exhibits attached the MOU, with City Council approval.

b. No decision or action taken by this committee shall result in any increased department fiscal liability except as authorized by the Fire Chief within existing department budget authority, or as authorized by the City Council through the normal budget process for future fiscal years.

2. The Labor Management Committee shall discuss, among other things, the following topics: uniform standards, the deputy fire marshall position, the terms of the educational exemption to the four-hour minimum leave events, work schedules, harassment policies, workers compensation care, issues related to consolidation.

14.9 Nepotism

In the event of Fire Department consolidation with any outside agencies, the City shall meet and confer with MFFA Local 3707 regarding the City's nepotism policy.

14.10 Notice regarding Promotions

Employees participating in promotional testing shall receive a notice of their rank on the eligible list and the entire list shall be provided by the City to the Union president. Employees who have been passed over for promotion more than twice shall receive a letter from the Fire Chief summarizing the reasons for the non-selection of the employee for promotion.

ARTICLE 15: PERSONNEL RULES AND REGULATIONS

Personnel Rules and Regulations in effect at the date of this Agreement shall prevail unless superseded specifically by this Agreement. This Section does not subject those Personnel Rules and Regulations which would otherwise be excluded from the meet and confer process, to any need to meet and confer.

15.1 Layoff Policy

The policies and procedures established for the layoff of City employees are contained in the City's Personnel Rules found at Monterey City Code section 25-13.03.

15.2 Promotions

Consistent with Monterey City Code 25-2.30, for promotions to positions within the representation unit, promotion process information will be available in the Personnel Department at the time of posting. Information will include applications, minimum qualifications, study material reference information, if appropriate, and information on what will determine a passing score. After the conclusion of a testing process candidates can also obtain his/her personal test score. Any promotional candidate may meet with the Fire Chief before or after the promotional process to discuss the skills and qualities that would improve his/her potential as a promotional candidate. Changes in an established testing process will be submitted in writing to the Union for review and input no fewer than 30 days prior to the beginning of the process. The Union must provide any suggested input within the 30-day notice period to the Personnel Department.

At the candidate's request to the Fire Chief, any promotional candidate who has been selected for an interview, but has been passed over for a second time during the life of the promotional list, shall be given the reason(s) he/she was not selected for the promotional opportunity in writing from the Fire Chief.

Nothing in this section will invalidate any provisions of City of Monterey Rules and Regulations Article 6 Applications for Employment, Article 7 Employment Examinations, Article 8 Employment Lists, or Article 9 Certification and Appointment, as contained in Monterey City Code section 25.

ARTICLE 16: SEPARABILITY OF PROVISIONS

16.1 Savings Clause

In the event that any section or provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or

unenforceable, that provision of the section of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other section or provisions of this Memorandum of Understanding, all of which sections or provisions shall remain in full force and effect. The parties shall meet and confer regarding the impact of such null and void item(s).

16.2 Binding On Successor

This Memorandum of Understanding shall be binding, during the term of this Agreement, on any successor employee organization representing the recognized majority of Monterey Fire Department employees in the ranks of Fire Fighter, Fire Engineer, Fire Captain, and Deputy Fire Marshal.

ARTICLE 17: RIGHTS

Rights, privileges and working conditions enjoyed by employees at the time this Memorandum of Understanding is formally adopted by Union and the City Council will remain in force for the term of this Agreement. It is the intent of this Article to encompass only those rights, privileges and working conditions subject to the meet and confer process that exist at the time of adoption. It is not the intent of this Article to abridge any rights outlined in Monterey City Code Sections 25-16.03 through 25-16.05. Nor is it the intent of this Article to bar, during the term of this agreement, meeting and conferring between City and Union on new issues that arise within the scope of representation.

ARTICLE 18: TERM

18.1 Term

This Memorandum of Understanding shall be in full force and effect from January 1, 2007, through December 31, 2009, and it is understood and agreed that the terms, conditions, wages and all provisions of the Memorandum of Understanding will continue in effect until a new Memorandum of Understanding is negotiated and subsequently ratified by IAFF Local 3707 or the recognized bargaining unit of the represented employees and the City Council, or until this Memorandum of Understanding is superseded in accordance with Monterey City Code Section 25-16.12(e).

18.2 City Ratification

Upon receipt of the ratified Memorandum of Understanding from Union, the Memorandum of Understanding shall be presented to the Monterey City Council for official City ratification by the appropriate legal process.

After considerable time and effort through the meet and confer process, the parties recognize that each party had the opportunity to present items for consideration and have mutually agreed to present this agreed upon Memorandum of Understanding with attachments to their respective governing process for final ratification.

**Monterey Fire Fighters Association
IAFF Local 3707
Representatives**

**City of Monterey
Representatives**

Date:_____

Date:_____

Approved as to Form:

Deborah Mall, City Attorney