MEMORANDUM OF UNDERSTANDING

between the

CITY OF MONTEREY

and the

MONTEREY FIRE FIGHTERS ASSOCIATION (MFFA) /
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3707

July 1, 2016 through June 30, 2019
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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF MONTEREY
and the
MONTEREY FIREFIGHTERS ASSOCIATION (MFFA) / INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3707
July 1, 2016 through June 30, 2019

This Memorandum of Understanding made, and entered into on July 1st, 2016, 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 there-from, 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, Fire Chief, or designee.

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.

The Fire Chief or the Fire Chief's designee in the Fire Chief's absence may authorize additional Union Leave outside of the leave policy, which would exceed the maximum five (5) employees taking time off simultaneously, so long as staff coverage does not drop below daily staffing levels as stated in this MOU.
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 shall code their time appropriately. Backfill required for Union Leave shall not affect the Union Leave bank.

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. 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 counted as time worked for purposes of calculating City or FLSA overtime.

2.7.8 No Waiver of Rights

Nothing in this section shall supersede 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.
ARTICLE 3: DAYS AND HOURS OF WORK

3.1 Work Period

With the 48/96 work cycle described in Section 3.2 below, the work period for purpose of Fair Labor Standards Act (FLSA) shall be twenty-four (24) days, calling for one hundred eighty-two (182) hours. All three platoons (shifts) shall have the same FLSA work period, beginning at 7:45 a.m. 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, where employees work two consecutive 24-hour shifts for a total of 48 hours, followed by four consecutive 24-hour shifts off for a total of 96 hours. (Commonly known as a “48-96 – Hour Work Schedule”), repeating thereafter per the chart below (x = work day; O = day off):

XXOOO0XXOO00XXOOOO, etc.

The 2017 Shift Calendar is attached as Exhibit “A”.

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 “Time (Shift) Trades” attached as Exhibit “D”. Trades must be made in a minimum of one continuous hour.

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

Any time in a pay status, defined as including Sick Leave, Vacation, Compensatory
Time Off, Union Leave, Personal Leave, holiday, or City compensated disability leave, will be counted as time worked when calculating overtime under the City’s system. City compensated Disability Leave shall not be deducted from the pay status. This shall be interpreted to mean that an employee’s use of leave hours is included in their calculation as time worked and any additional hours worked outside of the employee’s regularly assigned schedule will be eligible for overtime compensation under the FLSA.

3.6.2 Overtime Hiring for Platoon Staffing

Overtime hiring for Platoon Staffing is contained in Monterey Fire Department Administrative Policy “Overtime Hiring Policy” attached as Exhibit “B”.

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 “Overtime Hiring Policy” attached as Exhibit “B.”

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

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.

3.11.1 Daily work schedule

The daily work schedule (crew briefing, equipment checks, physical fitness training, department training, work programs, meals/breaks, etc.) and work productivity expectations shall remain the same for both days of the 2-day work cycle with the following exceptions:

a. The morning briefing and equipment checks may be omitted for the second 24-hour shift of the cycle, at the discretion of the Company Officer, without otherwise reducing or altering the scheduled daily work hours (0745-1700).
b. Upon request of a Company Officer, the duty Division Chief may authorize modification of the second 24-hour shift work schedule to include extended work break(s) and/or an extended lunch period for a crew that obtained less than 3 hours of uninterrupted sleep time the previous night as a result of emergency incident response(s).

3.11.2 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 Administrative Assignment Work Schedule and Leaves

3.12.1 Employee administratively assigned to a forty (40) hour workweek in excess of two (2) consecutive pay periods

The work period for purposes of the FLSA shall be seven days calling for forty (40) hours. The regular workweek shall start at 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday. The regular workweek assignment shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. Alternative work schedules (i.e. 4/10 or 9/80), in compliance with FLSA regulations, may be assigned at the discretion of the Fire Chief or designee. Working hours are subject to change to meet the Department's needs, including evenings and weekends. Employees shall receive pay or compensatory time off duty equal to one and one-half (1-1/2) times the number of hours which he/she works in excess of their regularly assigned work schedule at the employee's forty (40) hour workweek rate of pay.

Overtime assignments in which an employee is primarily engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property or the environment is at risk shall be compensated by pay or compensatory time off duty equal to one and one-half (1-1/2) times the number of hours which he/she works in excess of their regularly assigned work schedule at the employee's fifty-six (56) hour workweek rate of pay.

Sick, vacation, and compensatory leave will be accrued and used based on a forty (40) hour schedule. When an employee on a fifty-six (56) hour workweek is assigned to a forty (40) hour workweek, all of their existing leave balances will be converted to a forty (40) hour workweek by being divided by 1.4. When an employee on a fifty-six (56) hour workweek is assigned to a forty (40) hour workweek, all of their existing leave balances will be converted to a fifty-six (56) hour workweek by being multiplied by 1.4.

Employees not required to work on any City designated holiday which would otherwise be a normal duty day, shall receive eight (8) hours of holiday pay at his/her regular rate of pay; Employees required to work on any of said holidays shall receive eight (8) hours of holiday pay at his/her regular rate of pay, and in addition thereto, he/she shall receive pay or compensatory time off duty equal to one and one-half (1-
1/2) times the number of hours which he/she works on said holiday. If any of said holiday's falls on an employee's regular day off, during which he/she is not required to work, such employee shall be entitled to eight (8) hours of compensatory time off duty.

3.13 Deputy Fire Marshal Standby Time

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 paid semi-monthly at the rate of four (4) hours and (20) minutes per pay check. 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 31st of October
exceeds 128 hours, the employee shall receive pay for the number of hours that exceed 128 hours at the employee's fifty-six (56) hour rate of pay.

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 as of October 31st each calendar year. 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 “Time Off Use” 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. If the employee's compensatory/holiday leave bank as of October 31st exceeds 128 hours, the employee shall receive pay at the employee's fifty-six (56) hour rate of pay for the number of hours that exceed 128 hours to reduce their leave bank balance to 128 hours.

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 “Time Off Use” 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 one (1) continuous hour.

ARTICLE 5: VACATION

5.1 Entitlement

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

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>40 Hour Week Annual Accrual</th>
<th>56 hour week Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 years</td>
<td>2 weeks</td>
<td>112 hours</td>
</tr>
<tr>
<td>After 5 years</td>
<td>3 weeks</td>
<td>168 hours</td>
</tr>
<tr>
<td>After 10 years</td>
<td>17 days</td>
<td>190 hours</td>
</tr>
<tr>
<td>After 15 years</td>
<td>4 weeks</td>
<td>224 hours</td>
</tr>
<tr>
<td>After 20 years</td>
<td>23 days</td>
<td>256 hours</td>
</tr>
</tbody>
</table>
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 “Time Off Use” 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 one (1) 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 “Time Off Use” attached as Exhibit “C.”

6.2 Family Sick Leave

Accrued sick leave may be utilized if the employee is required to be absent from work on account of non job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee’s child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), mother, father, spouse or domestic partner registered with the Department of Human Resources.

A represented employee may use up to half (seventy-two (72) hours for shift employees and forty-eight (48) hours for employees administratively assigned to a forty (40) hour work week), of accrued sick leave per calendar year if the employee is required to be absent for the care related to the illness or injury of the employee’s grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather or stepmother.

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 if the employee is required to be absent for the care related to the illness or injury of the employee’s grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather or stepmother.

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 **Personal Leave**

Up to twenty-four (24) hours of accrued sick leave may be taken as Personal Leave during the calendar year so long as the employee has a minimum of 160 hours of accrued sick leave on the books at the time their Personal Leave is taken. Approval for the use of Personal Leave shall otherwise be subject to the same use rules as vacation.

6.4 **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 “Time Off Use” attached as Exhibit “C.” Sick leave for critical illness is limited to fifty-six (56) hours for employees assigned to a 56-hour workweek; employees administratively assigned to a forty (40) hour work week are limited to 40 hours per calendar year.

The use of sick leave for Bereavement leave shall remain at 56 hours for employees scheduled to a 56-hour workweek; employees administratively assigned to a forty (40) hour work week are limited to 40 hours per calendar year.

6.5 **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.

6.6 **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.

6.7 **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. Represented employees employed in a represented classification prior to March 1, 2000, shall not be covered by this Section.

6.8 **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.

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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.

6.9 Cash Out Of Unused Sick Leave Line of Duty Death

In the event of a line of duty death of an employee, their estate shall be paid a sum of money equal to one-hundred percent (100%) of the value of any accrued but unused sick leave, calculated utilizing the base rate of pay of the employee at the time of death.

6.10 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.

6.11 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: STATION STAFFING

7.1 Minimum Staffing

The City recognizes that current staffing consists of a Fire Captain, Fire Engineer, and Firefighter on each Fire Engine and each Fire Truck. The minimum staffing level for Station 11 is 1 (one) Fire Engine Company and 1 (one) Fire Truck Company, Station 12 is 1 (one) Fire Engine Company, Station 13 is 1 (one) Fire Engine Company, Station 14 is 1 (one) Fire Engine Company, Station 15 is 1 (one) Fire Engine Company, Station 16 is 1 (one) Fire Engine Company. Station 16 is also staffed with 1 additional Fire Engineer that is ARFF qualified that staffs a minimum 1 person ARFF Unit. If any contract for service or partnership for service becomes void by one of the participating cities, staffing for that apparatus will become null and void.

Likewise, if a contract for service or partnership for service is agreed to, then an amendment to this staffing section will be made to include the additional resources added under the partnership. The City further recognizes that ideal current staffing for relief Firefighters is a total of nine (9) firefighters.

ARTICLE 8: UNIFORMS

8.1 Uniform Standard

The Uniform Standard shall comply with the Monterey Fire Department Administrative Policy “Uniforms” attached as Exhibit “E.” This policy may be modified by the Labor/Management Committee during the term of this agreement.
8.2 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. $90/month

ARTICLE 9: PROBATION AND STEP ADVANCEMENT

9.1 Probation

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

9.2 Step Advancement

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

ARTICLE 10: 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.

10.1 Dental/Orthodontia Insurance

The City shall pay the full cost for employee dental insurance administered by Coastal or an equivalent third party administrator up to the annual maximums described in the plan description.

The City will afford eligible employee dependents the opportunity to participate in an open enrollment every three years. An employee electing coverage for dependent(s) shall pay the full cost for dependent dental premiums.

10.2 Vision Care

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

10.3 Life Insurance

City will 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.
10.4 Major Medical Insurance

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

10.5 Non-Elective Contributions/Premiums

During the term of the contract, City's contribution to insurance coverages will be as outlined below. The City shall continue the existing flexible benefits plan for employees through the term of this agreement. 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.

10.6 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.

10.6.1 Plan ending December 31

The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution (of $125.00) equals the following:

- $1,920.00 per month – family coverage
- $1,636.00 per month – two-person coverage
- $875.00 per month – single coverage

(Example: If the PEMHCA minimum contribution is $125, then the City shall make a flexible benefits plan contribution of $1795.00 per month for family coverage, $1,511.00 per month for two person coverage and $750.00 per month for single coverage.)

Employees who opt out of a City Medical Plan, and provide proof of alternate group medical insurance will be entitled to $600.00 per month. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City and compliant with the Affordable Care Act.

10.6.2 Plan effective 16th day of the first full month after ratification for 2017

Effective the 16th day of the first full month after ratification by the membership and approval by City Council in open session for 2017, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution (of $128.00) equals the following:
$1,988.00 per month - family coverage

$1,689.00 per month - two-person coverage

$878.00 per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is $128, then the City shall make a flexible benefits plan contribution of $1,860.00 per month for family coverage, $1,561.00 per month for two person coverage and $750.00 per month for single coverage.]

Employees who opt out of a City Medical Plan, and provide proof of alternate group medical insurance will be entitled to $600.00 per month. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City and compliant with the Affordable Care Act.

10.6.3 Plan beginning January 1st, 2018

The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee which, together with the 2018 minimum PEMHCA contribution equals the following:

1. For Two-Person Coverage and Family Coverage: the applicable 2017 City flexible benefits contribution increased by (a) any increase in the PEMHCA minimum contribution for the plan year plus (b) the increase in premiums for the PERS Choice plan for the 2018 calendar year. In the event of a rate increase in the premiums for these tiers, the City shall increase these two tiers by the necessary amount to keep employees in these tiers at the same out-of-pocket contribution levels, up to a maximum increase of 9.0%. Employees shall be responsible for any increases above this 9.0%.

2. For Single Coverage: The 2017 Single premium contribution increased by any increase in the minimum PEMHCA contribution for the plan year.

10.6.4 Plan beginning January 1st, 2019

The City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee which, together with the 2019 minimum PEMHCA contribution equals the following:

1. For Two-Person Coverage and Family Coverage: the applicable 2018 City flexible benefits contribution increased by (a) any increase in the PEMHCA minimum contribution for the plan year plus (b) the increase in premiums for the PERS Choice plan for the 2019 calendar year. In the event of a rate increase in the premiums for these tiers, the City shall increase these two tiers by the necessary amount to keep employees in these tiers at the same out-of-pocket contribution levels, up to a maximum increase of 9.0%. Employees shall be responsible for any increases above this 9%.
2. For Single Coverage: The 2018 Single premium contribution increased by any increase in the minimum PEMHCA contribution for the plan year.

Employees who opt out of a City Medical Plan, and provide proof of alternate group medical insurance will be entitled to $600.00 per month. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City and compliant with the Affordable Care Act.

Consistent with applicable laws and regulations, each employee may use his/her allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. As of the execution of this agreement, those benefits include:

1. Health insurance in accordance with PERS regulations and Federal Law;
2. Dependent dental coverage;
3. Additional life insurance provided by the City's insurance carrier, up to the maximum allowed by the City's carrier;
4. Dependent Care Assistance Plan (DCAP);
5. Flexible Spending Account (FSA);
6. To take any unused cash value after selecting from the above options as taxable cash-in-lieu.

ARTICLE 11: SECTION 125 PLAN

11.1 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.
11.2 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 12: RETIREMENT

12.1 Public Employees Retirement System (PERS)

12.1.1 "Classic" Employees

For "Classic" employees, as defined by the Public Employees' Retirement System (PERS), hired prior to January 1, 2013, retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

12.1.2 PEPRA Employees

For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 Formula, highest three years.

12.1.3 Cost Share for "Classic" Employees

"Classic" employees, as defined by the Public Employees' Retirement System (PERS), shall contribute a Four Percent (4%) additional member contribution over and above the Normal Contribution for "Classic" members toward the employers contribution, for a total member contribution rate of Thirteen Percent (13%).

12.1.4 Additional Cost Share for "Classic Employees"

Effective after a contract amendment with CalPERS subsequent to the raise effective July 1, 2017 "Classic" members shall pay an additional One Percent (1%) towards the employer retirement contribution for a total "Classic" member contribution of Fourteen Percent (14%) to be considered as employee’s contribution.

12.1.5 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.
12.1.6 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.

12.2 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 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 credits (rebates) from PERS.

12.3 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.

12.3.1 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.

12.4 Deferred Compensation—Match Program

Effective June 1, 2017, The City will match up to $35.00 per pay period ($70.00 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.
ARTICLE 13: SALARY

13.1 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 July 1st, 2016, the pay rates for represented employees shall be increased by four percent (4.0%).

Effective July 1st, 2017, the pay rates for represented employees shall be increased three percent (3.0%).

Effective January 1st, 2018, the top and bottom of the pay ranges for the Fire Engineer, Fire Captain, and Deputy Fire Marshal classifications shall be increased by five percent (5.0%). Employees with one (1) year of service or more at the top of the pay range (step 5) on December 31st, 2017, in said classifications shall advance to the new top of the pay range. Employees with less than one (1) year of service at the top of the pay range (step 5) on December 31st, 2017, shall advance to the next salary range upon completion of one (1) year of service through the normal and customary process. Employees not at the top of the pay range (step 5) on December 31st, 2017, shall be placed in the new pay range/step to maintain their current rate of pay and shall advance to the next pay range/step through the normal and customary process.

Effective July 1st, 2018, the pay rates for represented employees shall be increased by four percent (4.0%).

13.2 Deputy Fire Marshal Premium Pay

Effective June 1, 2017, employees in the classification of Deputy Fire Marshal shall receive a Ten Percent (10%) Fire Prevention Assignment Premium Pay and cease receiving Special Assignment Pay.

13.3 Fire Staff Premium Pay

Effective the first full pay-period after the date of ratification of this Agreement by the membership and approval by the City Council, employees administratively assigned into a staff assignment on a 40-hour work week for a period longer than 3 months (excluding modified duty assignments) shall receive a Ten Percent (10%) Fire Staff Premium Pay. Any employee currently in such an assignment that is receiving Special Assignment Pay shall cease receiving Special Assignment Pay.

13.4 Emergency Medical Technician (EMT) Differential Pay

All represented employees have agreed that EMT certification is a condition of employment and part of the job classification, however the City is responsible to make sure the EMT certification is renewed for each employee. The City will provide on-site training at its expense; however, for offsite training the Fire Chief, Assistant Fire Chief, or their respected designee approval is need.
13.5 Advanced Life Support (ALS)

13.5.1 Paramedic Services

Any employee working as a Paramedic within the course of their duties as a Monterey Firefighter for the City of Monterey, including any work performed under contract for agencies contracting with the City of Monterey of Paramedic services will continue to have the same rights and protections as those contained within the current Memorandum of Understanding.

13.6 Educational Incentive Pay

13.6.1 Grandparented Educational Incentive Pay

13.6.1 (a) 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.

13.6.1 (b) 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.

13.6.2 Education Incentive Premium Pay

All employees who have completed their initial probationary period in the Fire Department may participate in the Department's Education Incentive Premium Pay (EEIP) provided, however, that an employee may not participate in both EIP and EEIP. Such participation will be subject to the rules of the EEIP as maintained in the Departmental EEIP policy. Employees participating in EEIP 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 Master's Degree subject to the provisions of EEIP.

13.7 Out of Class Pay

13.7.1 Rate of Compensation

Employees assigned to work out of class shall receive pay for duties of the position assumed. If the employee has performed the duties of the classification and has successfully completed the appropriate task book for the acting out of class positions listed below 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 successfully completed the designated task book, the employee shall not be eligible to work out of class in the classifications listed below.
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%

Out of class pay shall be for entire time working out of class, so long as the employee works at least one continuous hour. If the employee does not work at least one continuous hour out of class, there shall be no additional compensation.

13.7.2 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 or completed an Acting Division Chief’s Taskbook.

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.

13.7.3 Acting Captain

The Fire Chief will establish a list of eligible employees that may serve as the acting Captain. The Acting Captain list will be comprised of those employees who are on the Captain promotional hire eligibility list or completed an Acting Captain’s Taskbook.

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

13.7.4 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) Only employees that have completed the Acting Engineers Task book can fill acting positions and will be considered for such positions if open in the department.

4) All new firefighters hired after January 1st, 2017 must complete any current and approved acting engineer’s task book within 24 months. Failure to complete this requirement may result in release from employment 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.

13.8 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.

13.9 Longevity Pay

Employees hired on or after May 16, 2017 shall not be eligible for Longevity Pay.

a) For represented employees hired before May 16, 2017, with at least twenty (20) years of continuous full-time City of Monterey service or more, a 5.0% longevity pay will be provided.

b) For represented employees hired before the May 16, 2017, with at least twenty-five (25) years of continuous full-time City of Monterey service or more, an additional 5.0% longevity pay will be provided.

c) For represented employees hired before May 16, 2017, with at least thirty (30) years of continuous City of Monterey service or more, an additional 5.0% longevity pay will be provided.

d) Years of service in Pacific Grove, Carmel, Monterey Airport District, or any other agency shall not be counted as years of service in Monterey for purposes of calculating eligibility for longevity pay.
ARTICLE 14: WELLNESS

14.1 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.

14.2 City Recreation Program Fees

The City shall provide Resident Rates for City Recreation classes and programs to immediate family household members (spouse, domestic partner and dependent children (20 years of age and younger) of active City employees.

14.3 Physical Fitness Program

City and Union agree to the Monterey Fire Department Administrative Policy "Physical Fitness Program" attached as Exhibit "F." It is agreed this program is under development and that constant evaluation is a benefit to City and Union membership.

14.4 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 "No Smoking" attached as Exhibit "G."

14.5 Substance Abuse

City and Union agree it is to their mutual benefit to ensure the workplace is drug free. The Monterey Fire Department Administrative Policy "Substance Abuse" is attached as Exhibit "K" 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 testing employees for drug use based on “reasonable suspicion,” will achieve these goals. 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.

14.6 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 15: MISCELLANEOUS PROVISIONS

15.1 Exhibits

Exhibits referenced in this Memorandum of Understanding are attached.

15.2 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.

15.3 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.

15.4 Safety Equipment

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

15.5 Tuition Reimbursement

The Tuition Reimbursement allowance shall be One Thousand dollars ($1000) per year per employee. The program shall include reimbursement for seminars and other accredited courses that are job related and course textbooks.
15.6 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.

15.7 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.

15.8 Labor Management Committee

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.

15.8.1 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.

15.8.2 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.

15.8.3 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.

15.9 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.

Any potential violations to Monterey’s Nepotism Policy (City Code Section 25-3.08) that may occur as a result of a contract to provide fire services to another jurisdiction, and where such contract or agreement includes a provision to transition employment of some or all of the contact agency’s incumbent personnel to employment with the City of Monterey in order to provide the contractual fire services, shall be treated as exceptions to the City nepotism policy. Related employees affected by this exception shall be regularly assigned to a different divisions or shifts; however this shall not preclude related employees from working in the same division or shift on an overtime, shift trade, or emergency basis. In these situations, related employees will generally be assigned to different stations or apparatus unless operational need dictate otherwise.

All stations and/or platoons shall be referenced as divisions. Family members may work within the same department but not within the same station or in any relationship that involves either direct or indirect supervision on a permanent basis.

ARTICLE 16: 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.
16.1 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. In addition, the layoff provisions due to consolidation of fire services with the Cities of Pacific Grove, Carmel-by-the-Sea, and Monterey Peninsula Regional Airport are stated in the following agreements:

Agreement Between the City of Pacific Grove, the City of Monterey, the Pacific Grove Firefighters Association, and the Monterey Firefighters Association (Dated October 8, 2008)

Agreement Between the City of Carmel-by-the-Sea, the City of Monterey, the Carmel Professional Firefighters Association, and the Monterey Firefighters Association (Dated December 7, 2011)

Agreement Between the Monterey Peninsula Airport District, the City of Monterey, the Monterey Airport Fire Fighters Association, and the Monterey Fire Fighters Association (Dated October 31, 2013)

Those provisions include, but are not limited to, those listed below.

16.1.1 Layoffs

a) The City guarantees that no Pacific Grove, Carmel-By-The-Sea, and Monterey Peninsula Airport Employees who had passed their probationary period with their respective employers prior to being hired by Monterey shall be laid off from Monterey during the term of the Master Agreement or any extensions of it.

This provision shall not be interpreted to prevent Monterey from terminating an Employee through the Monterey disciplinary process.

b) In implementing any potential layoffs affecting employees represented by MFFA during the term of Any Master Agreement or any extensions of it, the City’s Layoff Policy in Section 25-13.03 of the Monterey City Code shall be implemented as follows.

The employees represented by MFFA will be placed in one of five groups:

(1) Group 1 shall consist of all employees who were employed by Monterey in a position represented by MFFA as of December 15, 2008 and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Pacific Grove;

(2) Group 2 shall consist of all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea who had passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey;

(3) Group 3 shall consist of all employees hired by Monterey following the date Monterey begins providing fire services pursuant to the Agreement to Provide Fire Services
Between the Cities of Monterey and Carmel-by-the-Sea and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea who had not passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey. Seniority within each group shall be established in accordance with Section 25-13.03 of the Monterey City Code.

(4) Group 4 shall consist of all employees hired by Monterey following the date Monterey begins providing fire services pursuant to the Agreement to Provide Fire Services between the Cities of Monterey and the Monterey Peninsula Airport. Seniority within each group shall be established in accordance with Section 25-13.03 of the Monterey City Code.

(5) Group 5 shall consist of all employees hired by Monterey after the date Monterey begins providing fire services pursuant to the Agreement to Provide Fire Services between the Cities of Monterey and Monterey Peninsula Airport. Seniority within each group shall be established in accordance with Section 25-13.03 of the Monterey City Code.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, employee(s) in Group 5 will be subject to layoff first, followed by employee(s) in Group 3, followed by employees in Group 1.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea, employee(s) in Group 5 will be subject to layoff first, followed by employee(s) in Group 3, followed by employees in Group 2.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Monterey Peninsula Airport, employee(s) in Group 5 will be subject to layoff first, followed by employee(s) in Group 4.

If position(s) filled by employees represented by MFFA are eliminated for reasons other than termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea or termination of the Agreement to Provide Fire Services between the Cities of Monterey, Pacific Grove, and Monterey Peninsula Airport, and all of said agreements are still in effect, then employee(s) in Group 5 followed by employees in Group 3 shall be subject to layoff.

16.2 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 Human Resources 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 Human Resources 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.

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.

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 17: SEPARABILITY OF PROVISIONS

17.1 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).

17.2 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 18: 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 19: TERM

19.1 Term

This Memorandum of Understanding shall be in full force and effect from July 1, 2016, through June 30, 2019 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).

19.2 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

Patrick Moore, President  Date: 12/13/17

City of Monterey
Representatives

Michael McCarthy  Date: 1/13/18
City Manager

Allyson Hauck  Date: 12/19/17
Human Resources Director

Gina Russo  Date: 12/13/17
Employee Relations Manager