

City of Salinas

Memorandum of
Understanding

Fire Supervisors
Association

7/1/2009

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SALINAS
AND
FIRE SUPERVISORS ASSOCIATION

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas (hereafter referred to as the City) and the Fire Supervisors Association (hereinafter referred to as the Association). Employee defined for the purpose of this Memorandum of Understanding shall mean all regular personnel in Job Classifications found in Appendix A attached hereto. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California otherwise know as the "MMB" Act, the City of Salinas Charter, and Municipal Code.

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights as indicated under Chapter 25, Sections 31 and 32, and all applicable State or Municipal laws, the City Personnel Rules and Regulations, and the rights of the City Council are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding. Further, the City reserves all the rights, powers, and authority customarily exercised by the City except as otherwise specifically designated or modified by express provisions of this Memorandum of Understanding.

SECTION 3 - PAST PRACTICES

The parties agree that this Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding but does not affect any other written Agreement agreed to by the parties not addressed in this Memorandum of Understanding. Such prior written Agreements shall continue in full force unless they no longer apply.

SECTION 4 - NO DISCRIMINATION

The City and the Association will cooperate in pursuing a policy of no discrimination and affirmative action. Unit employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including wages, hours, and other terms and conditions of employment. No such employee shall be interfered with, restrained, coerced or discriminated against by the City or the Association because of his/her exercise of the rights established by law.

SECTION 5 - RECOGNITION MATTERS

A. Recognition

The Association has been recognized pursuant to the provisions and limitations of Government Code Section 3500 through 3510 and the City Ordinance No. 2000 and Resolution No. 12542 as the recognized employee organization for full time regular employees assigned to certain classifications designated in Appendix A. The Association shall have the right to represent said employees in all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment except that such right does not extend to meeting and conferring or consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

B. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorized such deductions in writing on a form provided by the Association and approved by the City. Such deductions shall be made in a lump sum on a monthly basis and shall be so remitted to the Association. The City may from time to time adopt rules and regulations relating to the administration of this dues collection provision. The City shall not deny consent for reasonable payroll deductions, nor shall the Association unreasonably request payroll deductions.

The Association shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Association dues and other mutually agreed upon payroll deductions. In addition, the Association shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

SECTION 6 - PAY RATES AND PRACTICES

A. Wages

In order to maintain the spread between the IAFF 1270 classifications and Fire Supervisory Association classifications, the City will match any wage increase provided to the IAFF through an Memorandum of Understanding (MOU) or arbitrated decision effective the date of the IAFF MOU or arbitrated decision without retroactivity to Fire Supervisory Association members.

B. Special Assignment Pay

The City has established two categories of special assignment pay to replace the single category previously known as "working out of class".

1. **Special Assignment Pay While Working Out of Class.** An employee who is assigned by the Department Director to perform a majority of the duties of a higher classification shall receive a ten percent (10%) Special Assignment Pay. Such pay shall be based on the employee's established salary and shall be effective on the first day of such assignment.
2. **Special Assignment Pay While Performing Additional Responsibilities.** An employee who is assigned by the Department director a significant increase in duties and responsibility in his/her classification may receive a ten percent (10%) special assignment pay. Such pay is authorized on recommendation of the Department Director with approval of the City Manager. It may be paid for special assignments of not less than two (2) weeks nor more than three (3) months duration. The City Manager may approve additional special assignment pay beyond three (3) months for exceptionally difficult long-range assignments.

C. Residency Stipend

Employees who maintain their legal residence within the corporate limits of the City of Salinas shall receive a \$200/month residency stipend payable on a biweekly basis.

D. Certification Premium Pay

Employees represented by the Association shall be eligible for Certification Premium Pay (to a maximum of fifteen (15%) percent as follows:

- State Certified Fire Officer – five (5%) percent
- State Certified Chief Officer– five (5%) percent
- State Certified Fire Instructor – five (5%) percent
- State Certified Paramedic – five (5%) percent
- State Certified HazMat – five (5%) percent

E. Bilingual Pay

A premium of five (5%) percent of base salary shall be paid to Association members assigned by management to speak and use a language other than English in the course of the employee's duties. This section is subject to administrative direction.

F. Longevity Pay

Employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall permanently receive a longevity pay incentive of an additional five (5%) percent base salary in recognition of their time in service.

SECTION 7 - BENEFITS

A. Health, Dental, and Vision Plan

Effective 7/01/09 employees will pay the amount equal to seven and one-half percent (7.5%) of his/her salary towards the premium amount for health insurance. This provision will sunset on 7/01/11.

1. Premiums:

The City shall continue to pay full premium for all health, dental, and vision insurance coverage for each employee based on the coverage required for the individual current family status. The health insurance premium shall be based on the least cost PERS health insurance program available in Monterey County. The least cost PERS Health insurance program available in Monterey County during the term of this Agreement is the PERS Choice program. The dental and vision insurance programs shall be comparable in benefit to those currently in place.

2. Retiree Participation

a. Normal Service Retirement – City Premium Payment

The City will pay twenty-five (25%) percent of premium or \$100 per month (whichever is less) of the employee and spouse medical insurance premium for employees retiring from the City on or after September 29, 1995 with a normal service retirement, and continuing in a normal service retirement status. "Normal service retirement" is defined as retirement based solely on years of service and age and excludes disability retirement or any retirement based on disability or issues other than years of service. City payment for both the employee and his/her spouse shall be discontinued when the employee becomes eligible for Medicare coverage. If the spouse becomes eligible for Medicare before the employee, only the City payment for the spouse shall be discontinued.

B. Biennial Physical Examination

The City will provide a regular employee in this unit with a physical examination for preventative health measures. The employee shall be eligible for the first such physical twenty-four (24) months from the date of regular hire and every twenty-four (24) months thereafter while he or she remains in regular employ. Employees forty years of age and older shall be eligible for physical examination every eighteen (18) months.

The City will pay for usual and customary costs for the biennial office exam and for the normal associated lab work as outlined in the biennial medical exam form for the employee's occupation.

Additional testing or examination resulting from abnormal findings of the biennial exam shall be submitted by the employee to the employee's medical plan and coverage will be subject to the terms of the medical plan. When the employee is in an occupation requiring additional testing or examination because of legislation or a court of competent jurisdiction determination, coverage for such testing/examination will be provided under the biennial exam.

C. Long Term Disability

The City shall contribute to the City sponsored Long Term Disability Plan the full cost of the 60% - no maximum monthly benefit program.

D. Life Insurance

The City shall provide term life insurance in an amount equal to the employee's annual base salary on January 1 of each year for each employee represented in the unit.

E. Tuition Assistance

An employee shall be allowed up to one thousand dollars (\$1000) per fiscal year for educational expenses upon successful completion of an approved course of study and/or individual course of study approved by the Fire Chief and the Human Resources Officer. Eligible expenses are defined as costs for classes that meet the following criteria:

- Approval is obtained prior to attending class
- Are directly related to an employee's job duties
- Receive college units, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge or an experience in the curriculum offered
- For which class and study time are outside of the employee's work hours
- For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes that are part of an academic course of study will be eligible for reimbursement under this program.

F. Management Leave

Subject to administrative direction, Battalion Chiefs shall receive seventy-nine and one-half (79.5) hours of management leave per year. The Deputy Fire Chief shall accrue a total of eighty (80) hours per calendar year.

G. Uniform Allowance

The City shall pay twelve hundred (\$1200) per calendar year for uniform replacement and maintenance. The uniform allowance will be paid at the rate of \$100 per month.

H. Educational Achievement Incentive

The City shall pay the required PERS contribution on the monthly benefit program and the one-time benefit program. The City shall make all appropriate deductions as required by Federal and State law. Employees may participate in the monthly benefit program or the one-time payment program, but not both.

1. Monthly Benefit Program

Subject to administrative direction, unit employees may be eligible to receive the monthly benefit under the Educational Achievement program.

a. Level One Standard (\$60 per month)

1. Excellence of performance, as endorsed by the Fire Chief
2. Bachelor's degree in Fire Science, Fire Engineering, Public Administration or directly related field and two (2) years of service with Salinas Fire Department

OR

Associate of Arts degree in Fire Science, (or 90 units of college credit) and four (4) years of service in the Salinas Fire Department

OR

60 units of college credit and six (6) years of service in the Salinas Fire Department

OR

30 units of college credit and eight (8) years of service in the Salinas Fire Department

- b. Level Two Standard (\$120 per month)
 - 1. Excellence of performance, as endorsed by the Fire Chief
 - 2. Master's degree in Public Administration or directly related field and four (4) years experience in the Salinas Fire Department

OR

Bachelor's degree in Public Administration or directly related field and six (6) years of experience in the Salinas Fire Department

OR

Associate of Arts degree in Fire Science (or 90 units of college credit) and nine (9) years of experience in the Salinas Fire Department

OR

60 units of college credit and twelve (12) years of experience in the Salinas Fire Department

2. One Time Benefit Program

- a. A new employee must have attained 5th step of the salary range to be eligible for the one-time benefit program.
- b. A one-time benefit of \$2,000 shall be paid to an employee who attains an AA/AS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- c. A one time benefit of \$5,000 shall be paid to an employee who attains a BA/BS degree, provided however, that an employee who has received the one time benefit of \$2,000 pursuant to the above subsection or who is receiving \$25 per month for an AA/AS Degree shall receive \$3,000 for the BA/BS degree. Payment shall be made during the month of December of the year in which the degree is bestowed.
- d. An employee who has received the one time benefit for a degree is no longer eligible for payment for that same degree regardless of his/her rank or bargaining unit membership.

I. Callback

1. Emergency Callback

a. City Initiated Assignments:

Employees in all classifications represented by the Association shall be eligible for overtime compensation at a time and one half (1-1/2) rate for emergency callback, subject to a minimum overtime callback compensation of two (2) hours (3 hours compensation).

b. State OES Initiated Assignments

Employees in all classifications represented by the Association shall be eligible for additional compensation based on the employee's hourly rate (calculated on a 56 hour work week schedule) at time and one-half for all State OES initiated out-of-town assignments. The additional compensation shall be provided for all work hours other than those normally compensated by the City as regular work time. The additional compensation shall be in addition to regularly scheduled work time compensation.

2. Regular Callback

It is the intent of the City and the bargaining unit to establish a regular callback procedure for vacant Battalion Chief positions (due to sick leave, annual leave, and similar non-emergency occurrences) so that off-duty Battalion Chiefs shall be the first called to fill the vacancy. Callback shall be compensated at straight time.

J. Physical Fitness/Wellness Program

1. Effective for costs for each fiscal year through the term of this Agreement, the City will provide fifty percent (50%) reimbursement in July, 2001, for actual costs of participation in health club memberships for employee only, subject to the following conditions:

- Health clubs must be in the City of Salinas
- Reimbursement shall not exceed \$500 per calendar year, per employee
- Reimbursement requires the submission of actual receipts

2. Employees not participating in the reimbursement program are eligible for a voluntary physical fitness incentive program. Employees must achieve a passing score on the City of Salinas Fitness Assessment Program (June 9, 1995), administered through Hartnell College in July of each year. Payment of a fitness premium shall be made in August of each year as follows:

Employees achieving Level 4	\$ 500 fitness premium
Employees achieving Level 5	\$ 750 fitness premium
Employees achieving Level 6	\$1,000 fitness premium

K. PERS – Retirement Plan

The City shall provide the PERS ~~3%~~@50 Plan to all Bargaining Unit members. Bargaining Unit members shall continue to pay the 9% employee contributions towards the Plan.

L. Retirement Health Savings Account

During the term of this contract, the bargaining group and the City will discuss and establish an employee funded retirement health savings plan for bargaining unit members.

M. Retirement Incentive Program

Twenty-four (24) months of health insurance, with premium paid by the City, will be provided to any member who qualifies for a regular retirement under CalPERS and elects to retire prior to January 31, 2010. The maximum health insurance payment amount available will be PERSCheck at employee +1 dependent.

SECTION 8 - LEAVE PROVISIONS

A. Holidays

- | | | |
|----|-----------------------------|-----------------------------|
| 1. | Fixed Holidays | Date |
| | New Year's Day | January 1 |
| | Martin Luther King Birthday | Third Monday in January |
| | Lincoln's Birthday | February 12 |
| | Presidents' Day | Third Monday in February |
| | Memorial Day | Last Monday in May |
| | Independence Day | July 4th |
| | Labor Day | First Monday in September |
| | Veterans' Day | November 11 |
| | Thanksgiving Day | Fourth Thursday in November |
| | Friday after Thanksgiving | Day after Thanksgiving |
| | Christmas Eve | December 24 |
| | Christmas Day | December 25 |
-
2. One (1) floating holiday per calendar year.
 3. Every day appointed by the President or Governor for a public day of mourning, Thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.
 4. For forty (40) hour personnel, holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on a Sunday are observed on the following Monday.

5. For fifty-six (56) hour personnel, holidays shall equal 11.2 hours. Subject to administrative direction, holidays are paid as additional pay during the pay period on which the holiday falls. The floating holiday shall be paid as additional pay during the pay period that includes October 4.

B. Annual Leave

1. Annual Leave shall accrue to employees as follows:

	<u>56 hours</u>	<u>40 hours</u>
1st through 3rd year	212 hours	160 hours
4th through 5th year	265 hours	200 hours
6th through 10th year	297 hours	224 hours
11th through 15th year	334 hours	252 hours
16th through 17th year	353 hours	266 hours
18th through 19th year	371 hours	280 hours
20 th through 24 th year	390 hours	294 hours
25 th year through retirement	408 hours	308 hours

The maximum annual leave accrual per employee shall be 898 hours/678 hours.

C. Retirement Payoff of Unused Sick Leave

A retiring employee is entitled to receive payment for twenty percent (20%) of their accumulated sick leave balance upon normal (not early or disability) retirement or ten percent (10%) for other than a normal retirement. Payments will be made at the employee's established hourly rate of pay.

D. Bereavement Leave

Employees represented by the Association shall be entitled to leave with pay for a death in the family. Forty (40) hour personnel shall be entitled to four (4) days of leave. Fifty-three (53) hour personnel shall be entitled to two (2) shifts, equivalent to forty-eight (48) hours. All provisions of the Personnel Rules and Regulations regarding Bereavement Leave (Section 11.8) shall apply.

Family member includes:

Husband/Wife	Step-Child	Father/Mother-in-Law
Father/Mother	Step-Father/Mother	Brother/Sister-in-Law
Child	Grandparent	Step Father-in-Law
Brother/Sister	Grandchild	Step Mother-in-Law
Child	Legal Guardian	

E. Family & Medical Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical leave Policy is detailed in Administrative Memorandum 94-1, effective February 1, 1994.

SECTION 9 - WORKING CONDITIONS

A. Grievance/Disciplinary Action Appeals Procedure

The Grievance/Disciplinary Action Appeals Procedure for employees in this unit is set forth in the Personnel Rules and Regulations. No employee shall suffer retaliation resultant from use of the procedure.

The procedures for grievances and disciplinary appeals shall be amended so that the action of the Grievance Board shall be directly appealable to the City Council. The Grievance Board will no longer provide advisory recommendations to the City Manager in grievances and disciplinary appeals.

SECTION 10 - COMMITTEES

A. Safety Committee

The City and the Association shall cooperate in pursuing safe working practices. In the interest of increasing safety within City operations and consistent with existing City policy, the Association may appoint one (1) member to serve on any safety committee within the scope of Association representation. The rotation policy (six-month rotation, 1 year term) shall apply. Recommendations of the Safety Committee shall be referred to the City Manager for review and action if deemed appropriate by the City Manager.

The City Manager shall appoint a "Facility Safety Committee" comprised of at least one (1) Association representative from the City Hall Building and the Public Safety Building.

Each Department Director with operations outside of the City Hall Building and the Public Safety Building shall appoint a Safety Committee.

The purposes of the Safety Committee are as follows:

1. To review accidents which occurred since the last meeting of the Safety Committee and to recommend corrective action.
2. To develop and implement an accident prevention program.
3. To develop and implement a recognition program for personnel who achieve accident free records or who make significant contributions to the Safety Program.