

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MONTEREY

and the

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



July 1, 2019 through June 30, 2022

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This Memorandum of Understanding (“MOU”) is between the designated representatives of the City of Monterey “City,” and the Monterey Firefighters Association, International Association of Fire Fighters Local 3707 (“Union”) as the exclusive representative of all members of the Monterey Fire Department in the rank of Fire Fighter, Fire Engineer, Fire Captain, and Deputy Fire Marshal (“employees”).PREAMBLE

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; and

Whereas, the parties have met and conferred in good faith and have reached agreement on the issues of wages, hours and working conditions set forth in this Memorandum of Understanding; and

Whereas, the parties agree they will abide by the provisions in this MOU and the bargaining process required by the Meyers-Milias-Brown Act:

The Union and City here agree as follows:

ARTICLE 1: RECOGNITION

Pursuant to the Monterey City Code section 25-16.09 the City has recognized 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 RIGHTS

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." 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 provisions of this section.

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 Union Leave Bank

2.6.1 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 500 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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.

2.6.7 Overtime

Time spent on Union Leave is counted as time worked for purposes of calculating City or FLSA overtime.

2.6.8 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):

XXOOOXXOOOXXOOO, etc.

[Monterey Fire Department Shift Calendar 2020 and 2021 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 “B”](#). 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 “C”](#).

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 “C.”](#)

3.9 Emergency Call Back

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

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

3.10 Modified Work Schedule

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. Work Schedule shall be in accordance with [Monterey Fire Department Administrative Policy "Work Schedule" attached as Exhibit D.](#)

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 (subject to limitations in section Article 6) 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 (subject to limitations in section Article 6) 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 forty (40) hour workweek is assigned to a fifty-six (56) 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 (subject to limitations in section Article 6) 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: MINIMUM LEAVE EVENTS

4.1 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 and sick leave, as defined by the meet and confer with the Labor Management Committee.

ARTICLE 5: HOLIDAYS

5.1 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.

5.2 In Lieu Options

In lieu of the above holidays, all employees shall be entitled to elect to either receive Holiday compensatory time off or pay for the holidays. All holiday time shall be paid unless the employee elects to accrue holiday time subject to the provisions of this Section. The employee may elect semi-annually (during the months of January and July) to change their selection between pay or time off accrual.

Holiday Pay: Holidays will be paid at the rate of eight (8) hours forty (40) minutes per month at the employee's forty (40) hour rate of pay. Holiday is paid semi-monthly at the rate of four (4) hours and (20) minutes per pay check.

Holiday Accrual: Holiday compensatory time will be accrued into a Holiday Leave Bank (separate from other leave banks) at the semi-monthly rate of 6.5 hours. Holiday accruals will occur semi-monthly and will be reflected in the semi-monthly leave balance report. Holiday time cannot be accumulated in blocks less than 13 hours (full month's accrual rate) with a maximum of 156 hours. At the end of the calendar year, based on balances as of December 31st, the Holiday Leave Bank will be paid down to zero (0) and will be paid with the first pay period in January (25th check) at the employee's fifty-six (56) hour rate of pay.

New or separating employees will receive the holiday benefit for the month so long as the major portion of the month is worked or in a pay status.

5.3 Use of Holiday Time Off

The use of holiday time off shall be in accordance with [Monterey Fire Department Administrative Policy "Time Off Use" attached as Exhibit "E"](#) and Section 5.2 of this Agreement.

ARTICLE 6: COMPENSATORY TIME

6.1 Maximum Accumulation of Compensatory Time Off (CTO)

- a. Subject to the provisions below, employees shall have the option to receive CTO at a time and one-half for any portion of overtime worked subject to a CTO accrual limit. If the employee does not notify the Fire Department of their selection between pay or compensatory time off before payroll is submitted to the Payroll Division for the pay period in question, then the overtime hours will be paid.
- b. Annual CTO accruals are limited by a "hard cap" – i.e., a maximum number of CTO hours that can be accrued in the year as well as a maximum that can be in an employee's bank at any given time, regardless of CTO utilization during the year. This means that regardless of utilization, once a member's CTO accrual in the year reaches the hard cap, all further overtime is to be paid, not banked, with pay based on the employee's 56-hour rate.
- c. If an employee has accruals from the prior calendar year that are below the new cap, the employee may accrue additional CTO in the following calendar year up to the maximum applicable hard cap for that year. At no point shall the bank exceed the maximum hard cap for the year. For example, if an employee carries over 144 hours of leave into the 2021 calendar year, they are still eligible to accrue the entire allotment that year, but may only start to accrue

up to the annual limit incrementally as the leave bank from the prior year has been reduced by utilization below 144 hours.

- d. Compensatory time off will not be available to accrue during reimbursable events.
- e. Hard Cap Amounts:

Calendar Year 2020: 200 hours

Effective the pay period following adoption of this MOU, or as soon as administratively possible, the maximum annual accrual and use of compensatory time off (CTO) shall be a hard cap of two-hundred (200) hours. Any accrual from the prior calendar year (2019) that exceeds this hard cap amount shall be cashed out as soon as administratively feasible. Employees are still eligible to accrue the entire allotment for that year, but may only start to accrue up to the annual limit incrementally as the leave bank from the prior year has been reduced. Employees whose accruals reach 200 hours (including hours accrued prior to adoption of this MOU) may not accrue additional CTO during calendar year 2020, and shall instead be paid in cash for overtime work.

Calendar Year 2021: 144 hours

Effective January 1, 2021, the maximum annual accrual and use of compensatory time off (CTO) shall be a “hard-cap” of 144 hours. Any accrual from the prior calendar year that exceeds this hard cap amount shall be cashed out at the conclusion of the prior calendar year, to be paid with the first pay check in January. Employees with accruals from 2020 carried over into calendar year 2021 may accrue additional CTO so long as the employee is below the 144 cap and only up to the maximum accrual hard cap of 144 hours. Employees are still eligible to accrue the entire allotment for that year, but may only start to accrue up to the annual limit incrementally as the leave bank from the prior year has been reduced. Employees whose accruals reach 144 hours in 2021 may not accrue additional CTO during calendar year 2021, and shall instead be paid in cash for overtime work.

Calendar Year 2022: 96 hours

Effective January 1, 2022, the maximum annual accrual and use of compensatory time off (CTO) shall be a “hard-cap” of 96 hours. Any accrual from the prior calendar year 2021 that exceeds this hard cap amount shall be cashed out at the conclusion of the 2021 calendar year, to be paid with the first pay check in January. Starting in 2022, Employees with accruals at or below the 96 maximum hard cap carried over from the prior year may accrue additional CTO in the subsequent calendar year so long as the employee is below the 96 cap, up to the maximum applicable hard cap accrual of 96 hours. Employees are still eligible to accrue the entire allotment for that year, but may only start to accrue up to the annual limit incrementally as the leave bank from the prior year has been reduced. Employees whose accruals reach 96 hours may not accrue additional CTO, and shall instead be paid in cash for overtime work. The 96 hour cap constitutes the status quo for purposes of future negotiations.

6.2 Use of Compensatory Time Off

The use of compensatory time off shall be in accordance with [Monterey Fire Department Administrative Policy "Time Off Use" attached as Exhibit "E"](#) and Section 6.1 of this Agreement.

ARTICLE 7: VACATION

7.1 Entitlement

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. Effective first pay period following ratification, or as soon as administratively feasible, all full time personnel shall accrue annual vacation leave at the rates provided below:

Years of Continuous Service	40-Hour Week Annual Accrual	56-hour week Annual Accrual
First 5 years	91 hours	128 hours
After 5 years	131 hours	183 hours
After 10 years	154 hours	215 hours
After 15 years	179 hours	250 hours
After 20 years	194 hours	272 hours

Effective July 1, 2021 all full time personnel shall accrue annual vacation leave at the rates provided below:

Years of Continuous Service	40-Hour Week Annual Accrual	56-hour week Annual Accrual
First 5 years	103 hours	144 hours
After 5 years	141 hours	201 hours
After 10 years	171 hours	243 hours
After 15 years	386 hours	276 hours
After 20 years	206 hours	288 hours

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

Effective as soon as administratively feasible, vacation will not accrue in excess of 320 or 448 hours depending on a 40 or 56-hour work week. Upon adoption and as soon as administratively feasible, vacation accruals in excess of 320 or 448 hours will be paid at prevailing rates and employees may elect to cash-out accruals in excess of 280 or 392 hours at prevailing rates.

Thereafter, once an employee reaches the 320 or 448-hour accrual limit, the employee shall not accrue additional vacation. Vacation accrual based on the employee's accrual rates shall commence only after an employee has utilized vacation, and accrual banks are below the 320 or 448-hour maximum allowed. Employees on a 40-hour work schedule may cash-out up to 40 vacation hours per year down to 280 at the end of the calendar year. Employees on a 56-hour

work schedule may cash out up to 56 vacation hours per year down to 392 hours at the end of the calendar year. Vacation accruals will be cashed out upon separation from City employment.

7.2 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 "E."](#)

ARTICLE 8: SICK LEAVE

8.1 Accumulation and Use

Sick leave shall accrue at the rate of twelve (12) hours per month for employees on a 56-hour workweek, if the employee works the major portion of the month, or eight (8) hours per month for employees on a 40-hour workweek 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 "E."](#)

8.2 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 and Children (stepchildren, adopted, foster, or wards), Parents (step, foster, guardian, wards, or in-laws), Spouse, Domestic Partner, Grandparent, Grandchild, Brother, Sister. 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.

8.3 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.

8.4 Bereavement

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.

8.5 Maternity and Parental Leave

Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leaves of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the Pregnancy Disability Leave, Family Medical Leave Act, California Family Rights Act and the Fair Employment and Housing Act.

Employees taking an approved unpaid leave of absence for CFRA eligible baby-bonding are entitled to utilize accrued leave, including use of sick leave.

8.6 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.

8.7 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.

8.8 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.

8.9 Cash Out of Unused Sick Leave

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

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

8.10 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.

8.11 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.

8.12 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 9: STATION STAFFING

9.1 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.

9.2 Reopener Negotiations

During the term of this MOU, the City will be conducting a Standards of Coverage Study. If as a result of that Study the City wishes to modify Article 9.1 above, it will notify the Union of its proposal but no sooner than January 1, 2021. Such notification will trigger reopener negotiations, and the parties will negotiate over City proposals pertinent to Article 9.1 that are within the scope of representation. In the event of an impasse in such negotiations, the impasse procedures in section 5.4 of the Monterey City Charter ("Impartial Arbitration for Fire and Police Department Employee Disputes") shall apply.

9.3 Station Bidding and Assignment

Station Bidding shall be in accordance with [Monterey Fire Department Administrative Policy "Station Bidding and Assignment" attached as Exhibit "F"](#).

ARTICLE 10: UNIFORMS

10.1 Uniform Standard

The Uniform Standard shall comply with the [Monterey Fire Department Administrative Policy "Uniforms" attached as Exhibit "G."](#) This policy may be modified by the Labor/Management Committee during the term of this agreement.

10.2 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 11: PROBATION AND STEP ADVANCEMENT

11.1 Probation

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

11.2 Step Advancement

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

ARTICLE 12: 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.

12.1 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 rounded up to the nearest dollar.

12.2 Vision Care

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

12.3 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 \$100,000 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.

12.4 Major Medical Insurance

The City provides health insurance through the California Public Employee's Retirement System (CalPERS). The provisions of this plan require participation by Union in the Public Employees Medical and Hospital Care Act (PEMHCA) that requires the City to contribute a minimum monthly health premium contribution pursuant to Government Code 22892, as may be amended.

12.4.1 For the plan year beginning January 1, 2020 and effective the first pay period following ratification, if an employee elects to participate in any CalPERS health plan, the City will make a maximum monthly contribution for each coverage level (ee only, ee+1, ee+family) that, inclusive of the PEMHCA minimum monthly contribution, will equal up to the following:

\$2,137.00 per month – family coverage

\$1,740.00 per month – employee + 1

\$889.00 per month – employee only

EXAMPLE: For 2020, the PEMHCA minimum contribution is \$139; the City shall make a flexible benefits plan contribution of \$1,998.00 per month for family coverage, \$1601.00 per month for two-person coverage and \$750.00 per month for single coverage.]

This contribution is known as the Health Plan Spending Fund ("HPSF"). In no event will employees be credited with cash for any remaining HPSF balance.

12.4.2 For the plan years beginning January 1, 2021 and January 1, 2022, 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, equals the 2021 and 2022 respectively PERS Choice rates for the Employee only, Employee Plus One and Employee Plus Two, up to 9.0%. These two tiers will be increased by the necessary amount to keep employees in these tiers at the same out-of-pocket contribution levels, so long as the PERS Choice calendar year increase does not exceed 9.0%.

12.4.3 Medical Waiver

Effective the pay period following ratification, or as soon as administratively feasible, employees who opt out of a CalPERS plan for health insurance, and provide proof of alternate group medical insurance will be entitled to \$300.00 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, as may be amended.

12.4.4 Consistent with applicable laws and regulations, each employee may use his/her HPSF for any benefits permitted by law and provided for in the Cafeteria Plan document subject to applicable open enrollment rules. 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) Employees will pay any administration fee for this service through payroll deductions; and;
- (5) Flexible Spending Account (FSA) Employees will pay any administration fee for this service through payroll deductions; and;
- (6) Commencing the first full pay period following adoption of this agreement, employees will no longer receive any remaining HPSF balance as cash.

12.4.5 Maintenance of Benefits:

The City will provide the employee on a non-industrial disability protected leave of absence with benefits for up to a maximum of one year per incident in accordance with state and federal law.

The City will continue to provide contributions and coverage towards HPSF, dental, vision, life, Employee Assistance Plan (EAP) and participation in the medical plan for up to a maximum of one (1) year per incident, subject to the following:

1. The person is an active employee; and
2. The employee has at least one full day in a pay status during the month (either City pay or Disability payment).

ARTICLE 13: SECTION 125 PLAN

13.1 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 per employee as designated by the IRS, 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.

13.2 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 14: RETIREMENT

14.1 Public Employees Retirement System (PERS)

14.1.1 "Classic" Employees

For "Classic" employees, as defined by the Public Employees' Retirement System (PERS), hired prior to January 1, 2013, or who were employed full-time by another PERS (or reciprocal) agency within six months prior to date of hire by the City of Monterey, 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.

14.1.2 PEPPRA 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.

14.1.3 Cost Share for "Classic" Employees

"Classic" employees, as defined by the Public Employees' Retirement System (PERS), shall contribute a Five Percent (5%) additional member contribution over and above the Normal Contribution for "Classic" members toward the employer's contribution, for a total member contribution rate of Fourteen Percent (14%), as memorialized in a 2018 contract amendment with CalPERS.

14.1.4 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.

14.1.5 [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.

14.2 Implementation of Internal Revenue Code Section 414(H) (2)

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

14.3 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.

14.3.1 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.

14.4 Deferred Compensation—Match Program

The City will match up to \$50.00 per pay period (\$100.00 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.

The parties agree that during the term of this agreement, at least one member from the unit will participate in any deferred compensation committee to consider additional deferred compensation options for all City employees.

ARTICLE 15: SALARY

15.1 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 the first full pay period following ratification of this agreement by the Union and adoption by the City Council, the pay rates for represented employees shall be increased by two percent (2%).

Effective July 1, 2020, the pay rates for represented employees shall be increased by two percent (2%).

Effective no sooner than January 1, 2021 the issue of salaries shall be the subject of reopener negotiations. In the event of an impasse in such negotiations, the impasse procedures in Monterey Charter section 5.4 shall apply.

The City will provide a one-time payment of \$1,750 for all regular MFFA employees, except probationary Firefighters (as defined by MCC§25-2.28) as soon as administratively feasible.

15.2 Deputy Fire Marshal Premium Pay

Employees in the classification of Deputy Fire Marshal shall receive a Ten Percent (10%) Fire Prevention Assignment Premium Pay.

15.3 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.

15.4 Emergency Medical Technician (EMT)

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.

15.5 Advanced Life Support (ALS)

15.5.1 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.

15.5.2 Paramedic Program

As of the date of implementation of this MOU, a Paramedic Program was in a “pilot” phase. The City Council shall decide by October 1, 2020 whether to continue such Program on an ongoing, non-pilot basis. If the City Council, in its discretion, determines to continue the Paramedic Program, a five percent (5%) premium based on the top step firefighter wage rate will be conferred for those paramedics assigned by the Fire Chief to participate in the program effective October 1, 2020. Effective January 1, 2021, the paramedic pay premium will increase to ten percent (10%) based on top step firefighter wage rate for those paramedics assigned by the Fire Chief to participate in the program.

[Paramedic Program Signed Side Letter is attached as Exhibit "H".](#)

15.6 Educational Incentive Pay

15.6.1 Grand-parented Educational Incentive Pay

15.6.1 (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.

15.6.1 (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.

15.6.2 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.

15.7 Out of Class Pay

15.7.1 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.

15.7.2 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.

15.7.3 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.

15.7.4 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 a completed the Acting Engineers Task book can fill acting positions and will be considered for such positions if open in the department.

15.8 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% increase to base pay for longevity 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, a total of 10% increase to base pay for longevity 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, a total of 15% increase to base pay for longevity 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.
- e) Employees receiving "stacked" longevity pay in effect at the time of ratification will continue receiving such compounded 10% and 15% pay. For example, an employee currently receiving longevity for 25 years will continue to receive 10.25% and those currently receiving longevity for 30 years will continue to receive 15.763%. If an employee becomes eligible for longevity pay following ratification of this MOU, or additional longevity pay, the flat rates of 10% and 15% as described above will apply

ARTICLE 16: WELLNESS PROGRAMS

16.1 Sports Center Pass

Upon complying with Sports Center membership requirements, employees shall receive annual, renewable and nontransferable employee-only passes to the Monterey Sports Center in order to implement their personal fitness programs. The Internal Revenue Service views the employee membership as taxable income. 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.

16.2 Employee Assistance Program

Employees represented by the Association shall have available to them the full range of wellness services offered through the City's contract with the Employee Assistance Program provider.

16.3 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.

16.4 Physical Fitness Program

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

16.5 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 "J."](#)

16.6 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.

16.7 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 17: MISCELLANEOUS PROVISIONS

17.1 Exhibits

Exhibits referenced in this Memorandum of Understanding are attached.

17.2 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.

17.3 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.

17.4 Safety Equipment

Standards for safety equipment shall be at a minimum described in ["Excerpts from N.F.P.A. 1500," attached as Exhibit "L".](#)

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.8.1 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.

17.8.2 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.

17.8.3 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.

17.9 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 18: 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.

18.1 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.

18.1.1 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.

18.2 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 19: FIRE FIGHTERS' BILL OF RIGHTS

19.1 The City agrees that it shall comply with the Fire Fighters Bill of Rights (FBOR, California Government Code Sections 3250 et seq.) for all employees covered by FBOR.

For all employees covered by FBOR, the City also agrees to apply the rights as set forth in Government Code section 3253 during interrogations concerning events regardless of whether the subject matter concerns the employee acting in their official capacity. For interrogations that do not concern the employee acting in their official capacity, the City shall not be required to apply the rights under Section 3253 (e)(1).

Further, for interrogations that do not concern the employee acting in their official capacity, the sanctions for violations imposed by Government Code section 3260 shall not apply in such non-official capacity investigations.

Nothing in this agreement is intended to limit and/or reduce those rights afforded by the Firefighters' Bill of Rights. This agreement is intended to establish rights, which at a minimum, comply with the Act or provide rights in addition to the Act. Rights provided by that Act shall take precedence in the event that anything in this agreement provides lesser protection than the rights guaranteed by the Act.

ARTICLE 20: SEPARABILITY OF PROVISIONS

20.1 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).

20.2 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 21: RIGHTS

21.1 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 22: TERM

22.1 Term

This Memorandum of Understanding shall be in full force and effect from July 1, 2019, through June 30, 2022 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).

22.2 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**

DocuSigned by:
Stuart Adams 3/17/2021 | 8:40 AM PDT
3481500A687840C...
Stuart Adams Date
Adams, Ferrone & Ferrone
DocuSigned by:
Ken Hutchinson 3/18/2021 | 11:48 AM PDT
53CB08DA27EC44B...
Ken Hutchinson Date
Fire Engineer

**City of Monterey
Representatives**

DocuSigned by:
Hans Uslar 3/15/2021 | 3:51 PM PDT
6892AD3E4790433...
Hans Uslar Date
City Manager
DocuSigned by:
Allyson Hauck 3/16/2021 | 3:55 PM PDT
FFBE0EE3F5624F9...
Allyson Hauck Date
Human Resources Director
DocuSigned by:
Jeff Sloan 3/18/2021 | 12:39 PM PDT
EF9861CE21E74F7...
Jeff Sloan Date
Sloan Sakai

Attachment (Links)

[Exhibit A: Monterey Fire Department Shift Calendar 2020 and 2021](#)

[Exhibit B: Monterey Fire Department Policy #123.104 "Time \(Shift\) Trades"](#)

[Exhibit C: Monterey Fire Department Policy #F1001 "Overtime Hiring"](#)

[Exhibit D: Monterey Fire Department Policy #232.101 "Work Schedule"](#)

[Exhibit E: Monterey Fire Department Policy #123.103 "Time Off Accrual, Use, Recording"](#)

[Exhibit F: Monterey Fire Department Policy #F1005 "Station Bidding and Assignment"](#)

[Exhibit G: Monterey Fire Department Policy #F1057 "Uniform Standards"](#)

[Exhibit H: Paramedic Program Signed Side Letter](#)

[Exhibit I: Monterey Fire Department Physical Fitness Program](#)

[Exhibit J: Monterey Fire Department Policy #642.101 "No Smoking"](#)

[Exhibit K: Monterey Fire Department Substance Abuse Policy](#)

[Exhibit L: National Fire Protection Association 1500 Standard on Fire Department Occupational Safety, Health, and Wellness Program](#)