

2015-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KINGSBURG AND THE
KINGSBURG PROFESSIONAL FIREFIGHTERS ASSOCIATION

This is a "Memorandum of Understanding" ("MOU") between the CITY OF KINGSBURG ("CITY") and the KINGSBURG PROFESSIONAL FIREFIGHTERS ASSOCIATION ("ASSOCIATION"). This MOU and applicable sections of the City's Personnel Rules and Regulations sets forth the full and only agreement on wages, hours and terms and conditions of employment that are subject to negotiations between the Association and the City. This MOU does not in any way modify, alter, and/or abrogate the City's "Management Rights" as authorized by law. It is understood the Association retains all rights conferred on it by the Meyers-Milias-Brown Act (Gov. Code §§ 3500 *et seq.*)

ARTICLE 1.
ASSOCIATION/RECOGNITION

CITY has recognized ASSOCIATION as the exclusive representative of the full time employees employed in the job classifications listed below. For purposes of this agreement a "full time employee" is (1) one who is regularly scheduled to work any one of the shifts designated in Article 2 below, normally an average of fifty-six (56) hours per week, and (2) has successfully completed the applicable probationary period.

CLASSIFICATION TITLES

Fire Captain/Paramedic
Fire Captain/EMT
Firefighter/Paramedic
Firefighter/EMT
Paramedic

KPFA and the City shall work together to develop a job description for Fire Engineer. This is a title change only, not a change in classification.

Unless otherwise expressly stated, the singular or plural of the word "employee" as used in this MOU means "full time employee" as defined above.

ARTICLE 2.
HOURS OF WORK AND OVERTIME

The following shifts are available for employees in the bargaining unit. Shifts will be assigned at the discretion of the Fire Chief. One "shift" work schedule for employees shall be twenty-four (24) hours of assigned duty followed by forty-eight (48) hours off; and the workweek for that classification shall consist of an average of fifty-six (56) hours of work per week over a twenty-eight (28) day period, including paid rest and meal periods. Another "shift" work schedule for employees shall be forty-eight (48) hours of assigned duty followed by ninety-six (96) hours off; and the workweek for that classification shall consist of an average of fifty-six (56) hours of work per week

over a twenty-eight (28) day period, including paid rest and meal periods. Another "shift" work schedule for employees shall be a standard forty (40) hour workweek consisting of eight-hour days over a five-day period. Another "shift" work schedule shall be an eleven (11) hour day working a total of five days during a seven (7) day period (Monday through Friday) and the workweek for that classification shall consist of an average of fifty-six (56) hours of work per week over a twenty-eight (28) day period, including paid rest and meal periods. The normal, "relief" work schedule for employees shall consist of an average of fifty-six (56) hours of work per week over a twenty-eight (28) day period, including paid rest and meal periods, with days and hours to be assigned as needed to cover scheduled and unscheduled absences from assigned shifts, back-up services or other assigned duties.

All overtime work must be authorized by the Department Head in advance. Overtime for employees consists of overtime provided for in this MOU ("MOU Overtime") and overtime required by and calculated pursuant to the Federal Fair Labor Standards Act ("FLSA Overtime"). For the purpose of computing MOU Overtime, all hours in paid status shall be considered as hours worked; and MOU Overtime pay at the rate of one and one-half (1-1/2) times the employee's regular base wage hourly rate shall be paid pursuant to this MOU for all hours worked in excess of the above-described fifty-six (56) hour work week average, excluding voluntary full or partial shift trades. FLSA Overtime shall be computed and paid or accrued as required by law, utilizing the employee's regular base wage hourly rate. Under no circumstance shall employees receive double pay or accrual for overtime which qualifies for both MOU Overtime and FLSA Overtime.

Employees may elect to accrue compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours worked for all MOU Overtime and for such FLSA Overtime as may be allowed by law. Any employee who is separated from CITY service shall be entitled to payment for accrued compensatory time at the employee's regular hourly base wage rate at the time of the employee's separation, less all normal deductions.

ARTICLE 3.

EDUCATIONAL REIMBURSEMENT

There will be no education reimbursement during the duration of the MOU, except if employees receive advance approval from the Fire Chief (Fire Chief approval shall be based upon a finding that the courses are as approved herein and sufficient funds remain in the training appropriations). The maximum reimbursement for pre-approved courses and materials is four hundred dollars (\$400.00) per fiscal year, per employee. Reimbursement shall be paid solely for required State and County certificates, C.P.R. certificates, other training as required by the state of California and/or the Emergency Medical Technician-Paramedic Accreditation or for any training courses or certificates the Fire Chief deems, in his discretion, to be of such value to the Department and City to warrant reimbursement for costs.

ARTICLE 4.

HOLIDAY PAY /HOLIDAYS

In lieu of all paid time off and/or premium pay for all CITY holidays, the employees' salaries continue

to include an additional approximate amount of five and seventy-seven one hundredths percent (5.77%) of their base wages.

ARTICLE 5.
VACATION

To equalize paid vacation and sick leave benefits between forty (40) hour per week and fifty-six (56) hour per week personnel, each "day" of such benefits as used in this MOU shall be equal to and shall mean eleven and two-tenths (11.2) hours. Employees shall be entitled to annual vacation leave, with pay, at the convenience of CITY, and shall earn annual vacation credits at the following rates:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	12 days
Beginning of 6 years	13 days
Beginning of 7 years	14 days
Beginning of 8 years	15 days
Beginning of 9 years	16 days
Beginning of 10 years	17 days
Beginning of 11 years	18 days
Beginning of 12 years	19 days
Beginning of 13 years	20 days
Beginning of 20 years	25 days

Vacation leave accrual shall have a maximum cap of two hundred forty (240) hours. Thus, when an employee reaches this cap, there will be no vacation leave accrual until the vacation leave accrued is below the maximum cap of two hundred forty (240) hours. Employees with hours in excess of two hundred forty (240) hours as of 1/1/2015 shall have such excess hours addressed in the following manner: The employee will have two separate vacation leave banks for a temporary period of time. In the first, original, accruing vacation leave bank ("Leave Bank 1"), on 1/1/2015, the amount in Leave Bank 1 will be one hundred sixty (160) hours, and the excess hours over one hundred sixty (160) hours will be set aside in a separate, non-accruing vacation leave bank. ("Leave Bank 2"). From 1/1/2015 through 12/31/2016, twenty-five percent (50%) of all vacation leave utilized by the employee will be deducted from Leave Bank 1 and seventy-five (50%) will be deducted from Leave Bank 2 until the excess is depleted and the Leave Bank 2 is thereby eliminated.

ARTICLE 6.
UNIFORMS

In accordance with CITY regulations, employees shall be required to wear CITY

proscribed/provided turn out gear and full uniforms (including footwear) when on duty. CITY will provide employees an annual uniform allowance of one thousand dollars (\$1,000.00) per calendar year. Uniforms shall only be worn while performing CITY duties. This amount shall include costs of uniform purchase, maintenance, damage and repair.

ARTICLE 7.
SICK LEAVE

Sick leave accrual shall have a maximum cap of four hundred (400) hours. Thus, when an employee reaches this cap, there will be no sick leave accrual until the sick leave accrued is below the maximum cap of four hundred (400) hours. Employees with hours in excess of four hundred (400) hours as of 1/1/2015 shall have such excess hours addressed in the following manner: The employee will have two separate sick leave banks for a temporary period of time. In the first, original, accruing sick leave bank ("Leave Bank 1"), on 1/1/2015, the amount in Leave Bank 1 will be three hundred twenty (320) hours, and the excess hours over three hundred (320) hours will be set aside in a separate, non-accruing sick leave bank. ("Leave Bank 2"). From 1/1/2015 through 12/31/2016, twenty-five percent (50%) of all sick leave utilized by the employee will be deducted from Leave Bank 1 and seventy-five percent (50%) will be deducted from Leave Bank 2 until the excess is depleted and Leave Bank 2 is thereby eliminated.

Upon retirement from CITY service, and having worked for at least ten (10) consecutive years with the CITY, an employee is entitled to cash out one-half (1/2) of the sick leave days accumulated at the date of retirement.

ARTICLE 8.
SICK LEAVE CONVERSION

Employees who have an accumulated balance of 33 or more days of sick leave as of the end of the last full pay period in June may elect to convert sick leave hours into vacation hours. Employees may convert accumulated sick days into vacation days at a ratio of two (2) sick days to one (1) vacation day. Sick leave conversion shall have a maximum cap of six (6) sick days converted into three (3) vacation days.

ARTICLE 9.
RECALL TO DUTY/CALL BACK MINIMUMS

For scheduled and unscheduled absences from assigned shifts, CITY shall utilize relief employees or shall call back shift employees in the same classification as the vacant position (*i.e.*, rank-for-rank). Call backs of shift employees for such absences will be offered to the employee in that same classification with the least amount of shift coverage overtime for the current calendar year. Shift employees shall be offered the first right of refusal if the overtime shall not affect the safety and health of the employees. When relief employees within that same classification are not available and shift employees within that same classification cannot serve or be contacted, CITY may fill the absence with an available employee in another classification, or with recall of other personnel, as CITY deems appropriate.

The minimum call back time for fire calls shall be one (1) hour. The minimum call back time for

ambulance runs and training shall be two (2) hours.

For the term of the agreement, overtime for the Department shall be capped at sixty thousand Dollars (\$60,000.00) or a total of one thousand nine hundred (1,900) hours per year for fiscal years 2014/2015 and 2015/2016. The overtime budget will be monitored by the Chief. Once the Department has reached the annual cap, overtime will be frozen and the Chief has the discretion to allow overtime only as deemed necessary. Overtime for strike team and strike team backfill will not count towards the annual cap, because strike team time is reimbursed.

ARTICLE 10.
RETIREMENT

A) Public Employee Retirement System ("PERS") CITY shall provide access to Public Employee Retirement System ("PERS") "Fire Safety Employee" retirement plan benefits to all eligible employees, and shall pay the employer's contribution only. Current City employees shall pay one hundred percent (100%) of the employee's contribution/share required to participate in PERS. The City shall implement the three percent (3%) at age fifty-five (55) plan for current employees only, if authorized by law and PERS. The existing PERS "Fire Safety Employee" retirement plan elements are set by the existing contract between CITY and PERS; and are generally described as follows:

1) PERS credit of three percent (3%) per year of PERS membership at age fifty-five (55) for existing employees only if authorized by law and PERS. Employees shall pay one hundred percent (100%) of the employee contribution/share required to participate in PERS. A second tier retirement plan shall be created for all new City Fire Safety Employees effective January 1, 2013, of two and seven tenths percent (2.7%) per year of PERS membership at age fifty-seven (57), if authorized by law and PERS. The contribution rate and formula for "new members" shall comply with California Public Employees' Pension Reform Act of 2013 (AB 340). New employees shall pay one hundred percent (100%) of the employee contribution/share required to participate in PERS. Implementation effective as soon as allowed by PERS.

- 2) Social Security coordination
- 3) 1957 Survivor's Benefits
- 4) Final compensation determined as highest of thirty-six (36) consecutive months of PERS membership
- 5) Fire Safety Disability Retirement
- 6) Two percent (2%) maximum annual cost -of-living allowance after retirement
- 7) Pre-retirement death benefit of total contribution plus interest earned returned to survivor plus one (1) month pay for each year in the retirement system up to six (6) years
- 8) Post-retirement death benefit of \$500.00 (in addition to normal retirement benefits)

9) Unused Sick Leave credit toward Service Credit

B) Social Security ("FICA"). CITY participates in the Social Security retirement System [Federal Insurance Contribution Act ("FICA")]. Employee participation and benefits are required and provided in accordance with law, CITY shall pay the employer's FICA contribution.

C) State Disability Insurance ("SDI"). CITY participates in the California State Disability Insurance program ("SDI"). Eligible employees shall pay for and be covered by and receive SDI benefits in accordance with law, to be coordinated as determined by CITY with accrued paid time off benefits under this MOU.

ARTICLE 11.

DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS

Employees may participate on a voluntary basis in the direct deposit and/or deferred compensation plans offered by CITY through its payroll system. Such participation must be effected using forms approved by CITY.

ARTICLE 12.

HEALTH PLANS

A) Plans. In accordance with the provisions of the City selected applicable plan(s), employees will pay fifty dollars (\$50) per pay period for medical, dental, vision, and life cost/premiums for current employee plus eligible dependents.

B) Incentive. City will offer a three tiered cash incentive (subject to taxation as wages) to those who opt out of the medical insurance plan during open enrollment or qualifying events and who provide proof satisfactory to the City of comparable, alternative health insurance coverage, and there must be no break in the employee's health plan coverage. Failure to notify the City of loss of health plan coverage will require employee to pay their insurance premiums retroactively. By opting out of insurance for the employee and/or dependent(s), employees will receive a cash incentive for changing "tiers". For each tier that employees qualify for and drop down from, employees will receive one hundred dollars (\$100) per month as cash wages. The three tiers are defined as:

1st Tier

*Family (Employee+Spouse+Child(ren))

2nd Tier

*Employee + Spouse

*Employee + Child(ren)

3rd Tier

*Employee (Employee only)

Example: If an employee with a spouse and child opts out of insurance for the dependents, that employee moves down two tiers from "Family" to "Employee" and will receive \$200/month.

If that same employee chooses to completely opt out of insurance for the whole family, \$300/month would be paid.

Reopener on effects of Patient Protection and Affordable Care Act when it becomes legally operable.

ARTICLE 13.
BILINGUAL PAY

Employees who pass a bilingual proficiency test administrated by CITY will receive two and one-half percent (2.5%) additional pay calculated on base wages.

ARTICLE 14.
WAGES

A) The City to provide a two percent (2%) wage increase for all employees in the bargaining unit, effective January 1, 2015. The City to provide an additional two percent (2%) wage increase for all employees in the bargaining unit, effective July 1, 2015. The City to provide a one percent (1%) wage increase for all employees in the bargaining unit, effective July 1, 2016.

B) Step increases within a pay range shall not be automatic but shall be based upon merit and then only upon written approval by the employee's Department Head and the City Manager. Upon successful completion of probation, an employee at the "A" step shall be eligible for consideration for a step increase to "B" step. Eligibility for consideration for "C" step requires six (6) months minimum service at "B" step. Eligibility for consideration for "D" and "E" steps requires one (1) year minimum service at each of the lower steps.

ARTICLE 15.
EDUCATIONAL INCENTIVE PAY PROGRAM

All regular full-time permanent employees (i.e., those who have successfully completed probation) shall be entitled to receive "Educational Incentive Pay," in the amount set forth below [not to exceed five percent (5%) maximum above the employee's existing base wage], commencing with the first pay period following documentation/confirmation/determination of the award/conferral by a California community college or university (or equivalent public or private recognized post-secondary educational institution) of the following:

A.S. Degree in Fire Science (or related field) - two and one-half percent (2.5 %).

B.S. Degree in Fire Science (or related field) - five percent (5.0%)

A.S. Degree in Fire Science (or related field) and a Fire Officer Certificate from the California State Fire Marshal's Office — five percent (5.0%)

ARTICLE 16.
LONGEVITY PAY

Effective January 2008, the following provision shall be instituted.

A longevity benefit in the form of a one-time only lump sum benefit equal to \$500.00 for each five (5) years of service payable at the beginning of the first year of service after each fifth year increment, e.g. \$500.00 at the beginning of the 6th year, \$1,000.00 at the 11th year, \$1,500.00 at the 16th year, \$2,000.00 at the 21st year, and \$2,500.00 at the 26th year.

ARTICLE 17:
TERM OF AGREEMENT

Two years – January 1, 2015 – December 31, 2016.

ARTICLE 18:
REOPENER

In year two of the MOU (2016), the City and/or KPFA may reopen two economic sections of the MOU per party with notice given to the other party on or before January 1, 2016.

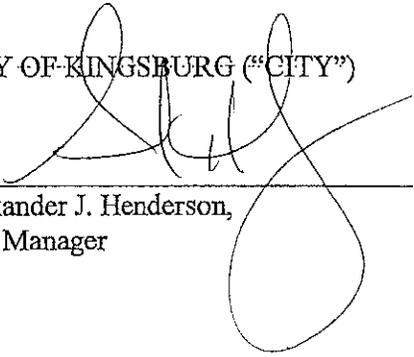
KINGSBURG PROFESSIONAL
FIREFIGHTERS ASSOCIATION
("ASSOCIATION")

Dated:

By: 
Tom Sharpe, Esq.
Authorized Representative

CITY OF KINGSBURG ("CITY")

Dated: 12/16/2014

By: 
Alexander J. Henderson,
City Manager