



Sideletter Agreement
Between the
City of Monterey
And the
Monterey Fire Fighters' Association

The City of Monterey ("City") and the Monterey Fire Fighters' Association ("MFFA") collectively ("the Parties"), after meeting and conferring in good faith, and following the ratification by the Union and approval by the City Council in open session on July 7 hereby execute this Letter of Understanding to amend Section 14 and 15 of the Parties current Memorandum of Understanding (July 1, 2019 through June 30, 2022) as follows:

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. The study will be conducted by an outside consultant which will utilize staff, including participation from MFFA representation, to deliver a draft recommendation. Once the draft report is completed, management and MFFA representatives will have an opportunity to provide feedback. 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 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 PEPRA Employees

For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age 57 Formula, highest three years. Effective July 1, 2020 until July 1, 2021, "PEPRA" members shall contribute an additional Two Percent (2%) member contribution over and above the Normal Contribution to cease on July 1, 2021.

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 employers contribution, for a total member contribution rate of Fourteen Percent (14%), as memorialized by a 2018 contract amendment with CalPERS. Effective July 1, 2020, "Classic" members shall contribute an additional Two Percent (2%) member contribution towards the CalPERS employer contribution for a total member contribution rate of Sixteen Percent (16%) to cease on July 1, 2021.

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%). The Employee Association has agreed to defer this two percent (2%) salary increase until July 1, 2021.

~~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.

The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted below.

CITY OF MONTEREY

MONTEREY FIRE FIGHTERS' ASSOCIATION

Dated: 1/11/2021 | 1:57 PM PST

Dated: 1/18/2021 | 8:43 AM PST

DocuSigned by:

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Hans Uslar, City Manager

DocuSigned by:

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Ken Hutchinson, MFFA Vice President

Dated: 1/12/2021 | 5:00 PM PST

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Allyson Hauck, Human Resources Director