

MEMORANDUM OF UNDERSTANDING

between

CITY OF MONTEREY

and

**MONTEREY FIRE CHIEF OFFICERS'
ASSOCIATION**



July 1, 2022 through June 30, 2024

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MEMORANDUM OF UNDERSTANDING

between the

CITY OF MONTEREY

and the

MONTEREY FIRE CHIEF OFFICERS' ASSOCIATION (MFCOA)

July 1, 2022 through June 30, 2024

This Memorandum of Understanding (MOU or Agreement) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Monterey, and is made by and between authorized representatives of the City of Monterey (hereinafter referred to as "City"), and the Monterey Fire Chief Officers' Association (herein after referred to as "Association").

SECTION 1 RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Monterey and applicable state law, City recognizes the Monterey Fire Chief Officers' Association as the majority representative of all permanent employees in classes assigned to this Employee Unit.

SECTION 2 IMPLEMENTATION

It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until ratified by the Association's membership, and unless and until the City Council acts, by a four-fifths (4/5) vote, to approve this MOU; appropriates the necessary funds required to implement the provisions of this MOU which require funding; and any other required action.

SECTION 3 NONDISCRIMINATION

- 3.1. The provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.
- 3.2. Employees covered by this Agreement shall have the right to form, join, and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or non-exercise of these rights.

SECTION 4 CITY RIGHTS

- 4.1. City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to:

1. Determine the mission of City;
 2. Set standards of service;
 3. Determine the procedures and standards of selection for employment and promotion;
 4. Direct its employees, take disciplinary action for proper cause;
 5. Relieve its employees from duty because of lack of work;
 6. Maintain the efficiency of City operations;
 7. Determine the methods, means and personnel by which City operations are to be conducted;
 8. Determine the content of job specifications; and
 9. Take all necessary actions to carry out its mission in emergencies and exercise control and discretion over its organizations and the technology of performing its work.
- 4.2. The exercise of such rights shall not preclude the Association from conferring with City representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- 4.3. Except in an emergency, City decisions shall not supersede the provisions of this Agreement.
- 4.4. Actions taken by City to meet an emergency that are not in compliance with this Agreement shall be in effect only during the duration of the emergency.

SECTION 5 ASSOCIATION SECURITY

5.1. Dues Deductions

- 5.1.1. In compliance with SB 866, codified in Government Code Section 1157.12, membership dues of the Association and such other deductions as may be properly requested and lawfully permitted shall be deducted by City from the salary of any employee. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by City as promptly as practical.

5.2. Use of Bulletin Boards

- 5.2.1. City will furnish, for the exclusive use of the Association, adequate space on fire department bulletin boards. The board shall be used for the following subjects:
1. Information on Association elections, reports, and notices;
 2. Reports of official business of the Association, including reports of committees or the governing boards thereof;
 3. Scheduled membership benefits, programs and promotions; and
 4. Any other written material pertaining to the official business of the Association.

5.3. Activities on City's Premises and Access

5.3.1. Membership meetings, organizing activities, membership campaigns, or dues collected by the Association or their representatives on City premises or at work locations during normal business hours shall not be permitted. Representatives of the Association shall be granted reasonable access to employee work locations to investigate matters relating to employer-employee relations only if such investigation cannot be conducted elsewhere, unless such access to given work locations would constitute a safety hazard or would interfere with the operations of City. Access to work locations may be regulated by the Fire Chief so as not to constitute a safety hazard or to interfere with operations of City. Representatives of the Association shall not enter a work location without the consent of the Fire Chief, or his designee, in his absence.

SECTION 6 SALARY

6.1. General Salary Increases

6.1.1. During the term of this Agreement, the following salary increases will be made to the classifications represented by the Association and in accordance with procedures established by the Finance Director.

a. For 2022-2023 fiscal year:

1. Effective either July 1, 2022 or following Union and Council ratification (whichever is later), salary schedules shall increase by four percent (4.0%). If an agreement is signed and ratified by July 11, 2022 the pay increases will be effective July 1, 2022.

b. For 2023-2024 fiscal year:

1. Effective the first full pay period following July 1, 2023, salary schedules shall increase by four percent (4.0%).

6.2. Longevity

6.2.1. Employees will receive longevity pay the first full pay period following the anniversary date that meets the following required years of continuous full time service:

a. For those employees with at least twenty (20) years of continuous full time City of Monterey service and less than twenty-five (25) years, a 5.0% longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

b. For those employees with at least twenty-five (25) years of continuous full time City of Monterey service and less than thirty (30) years, a total of 10.0% longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

- c. For those employees with at least thirty (30) years of continuous full time City of Monterey service or more, a total of 15.0% longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.
- 6.2.2. Employees receiving stacked longevity pay in effect at the time of ratification will continue receiving such compounded 10.0% and 15.0% pay. For example, an employee currently receiving longevity for twenty-five (25) years will continue to receive 10.25% and those currently receiving longevity for thirty (30) years will continue to receive 15.763%. If an employee becomes eligible for longevity pay, or additional longevity pay, the flat rates of 10.0% and 15.0% as described above will apply.
 - 6.2.3. Longevity Pay will not be provided to MFCOA employees hired on or after January 1, 2015, unless the employee has been promoted, such as from MFFA, and was a City of Monterey employee hired into the classified service prior to January 1, 2015. Any employee hired into the classified service with the City of Monterey prior to January 1, 2015 will be grandfathered into this clause and will continue to be eligible to receive Longevity as long as they are an active classified employee with the City of Monterey on December 31, 2014.

SECTION 7 OES STRIKE TEAM RESPONSE COMPENSATION

When an employee represented by MFCOA is assigned by the Fire Chief to respond to a request for mutual aid under the State Mutual Aid Program, (also known as the Six-Party Cooperative Agreement), that employee will be paid at the forty (40)-hour rate for all six-party agreement responses, for which the City is reimbursed by the State under the six-party agreement.

SECTION 8 STEP ADVANCEMENTS

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

SECTION 9 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, the City shall use its best efforts to provide thirty (30) days in advance, and, upon request, meet with representatives of the Association. City's contribution towards the Insurance Plan premium(s) is defined in Section 10.5.

9.1. Dental/Orthodontia Insurance

- 9.1.1. 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.

9.1.2. The City will afford eligible employee dependents the opportunity to participate in an open enrollment every three (3) years. An employee electing coverage for dependent(s) shall pay the full cost for dependent dental premiums rounded up to the nearest dollar.

9.2. Vision Care

9.2.1. The City will continue to provide vision care insurance, and pay the full cost of premiums, for employees and dependents. The plan will provide for expenses incurred up to the annual maximums described in the plan description.

9.3. Life Insurance

9.3.1. City will continue to provide a \$10,000.00 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this Agreement.

9.3.2. Additional Term Life Insurance may be purchased by each employee through payroll deductions in increments of \$10,000.00 up to at least \$100,000.00. In accordance with IRS regulations, only premiums for up to \$40,000.00 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.

9.4. Cafeteria Plan and Major Medical Insurance

9.4.1. The provisions of this plan require participation by the Association in the Public Employees Medical and Hospital Care Act (PEMHCA). The City shall continue the existing flexible benefits plan for employees through the term of this Agreement.

9.4.2. During the term of the contract, City's contribution to insurance coverage will be as outlined below. Employees shall not have the option of using these contributions for any other purpose. During the term of the contract, should the dental (employee only premium), vision and/or life non-elective contributions/premiums increase, City will pay these increases. Should, during the term of this Agreement, the non-elective contributions/premiums for dental (employee only premium), vision, and/or life decrease, City shall retain the savings from the decrease.

9.4.3. The City provides health insurance through the California Public Employee's Retirement System (CalPERS). The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the PEMHCA on behalf of each active

employee and qualified retiree.

- a. For the plan year beginning January 1, 2023, the City shall make a nonelective 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 following:
 - \$2,540.00 per month – family coverage
 - \$2,040.00 per month – employee + 1
 - \$889.00 per month – employee only
- b. [EXAMPLE: For 2023, the PEMHCA minimum contribution is \$151.00; the City shall make a flexible benefits plan contribution of \$2,390.00 per month for family coverage, \$1,889.00 per month for two (2)-person coverage and \$748.00 per month for single coverage.]
- c. For the plan year January 1, 2024 only, if the amounts in subsection a. above are less than the total premiums for PERS Gold, the City shall increase its contributions, not to exceed 9.0%, to the new PERS Gold premiums.

9.4.4. Medical Waiver

- a. 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.

9.5. Optional Benefits

- 9.5.1. In accordance with IRS Code Section 125, the City will provide a Flexible Benefits Plan (“Cafeteria Plan”) to all eligible employees. Employees may elect to participate in the following three (3) Section 125 programs offered by the City:
 - Premium Conversion;
 - Dependent Care (IRS contribution limits apply); and
 - Flexible Spending Account (IRS contribution limits apply).
- 9.5.2. Each of these programs will be administered in accordance with the IRS Code.
- 9.5.3. 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, but will not receive any remaining HPSF balance as cash. As of the execution of this Agreement, those benefits include:
 - a. Health insurance in accordance with PERS regulations and Federal law;
 - b. Additional life insurance, provided by the City’s insurance carrier, up to the

- maximum allowed by the City's carrier;
- c. Dependent Care Assistance Plan (DCAP), Employees will pay any administration fee for this service through payroll deductions; and
- d. Flexible Spending Account (FSA), employees will pay any administration fee for this services through payroll deductions.

9.6. Pre-Paid Legal Plan

- 9.6.1. Each represented employee shall have the option of participating in a prepaid legal service. Each participating employee shall pay, via payroll deduction, the monthly fee established by the company providing the prepaid legal service.

SECTION 10 SALARY CONTINUATION

Employees covered by this Agreement shall not be covered by the City Salary Continuation Plan.

SECTION 11 PUBLIC EMPLOYEES RETIREMENT SYSTEM

11.1. Public Employees Retirement System (PERS)

- 11.1.1. For "Classic" employees, as defined by the PERS, hired prior to January 1, 2013, or who were employed full-time by another PERS (or reciprocal) agency within six (6) months from date of hire by the City of Monterey, retirement benefits for employees shall be those established by the PERS for Local Safety Members 3.0% at age fifty (50) Formula, highest single year.
- 11.1.2. For new employees, as defined by PERS, hired on or after January 1, 2013, retirement benefits shall be those established by the PERS for Local Safety Members 2.7% at age fifty-seven (57) Formula, highest three (3) years.
- 11.1.3. For "Classic" employees, as defined by the Public Employees' Retirement System (PERS), shall contribute a 5.0% additional member contribution over and above the Normal Contribution for "Classic" members towards the employer's contribution, for a total member contribution of 14.0% which is memorialized by a 2018 contract amendment with CalPERS.

11.2. Credit For Unused Sick Leave

- 11.2.1. As permitted by California Government Code Section 20965, as may be amended, a represented employee who retires may convert up to 100.00% 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.)
- 11.2.2. If an employee elects to convert unused accumulated sick leave to

additional service credit, those sick leave days shall not be “sold back” under Section 18.8 of this Agreement.

11.3. 1959 Survivor Benefits

11.3.1. Each represented employee shall be enrolled in the PERS 1959 Survivor Benefit, Indexed Level. The employer's cost for this benefit will be paid by the employees through payroll deduction. This amount is set by CalPERS each fiscal year.

SECTION 12 DEFERRED COMPENSATION – MATCH PROGRAM

Effective as soon as administratively possible upon ratification, 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.

SECTION 13 RETIREMENT HEALTH SAVINGS PLAN

13.1. Employee Funded RHSP

13.1.1. The “Retirement Health Savings Plan” (RHSP) is an employer-sponsored health benefit savings program that allows employees to contribute and accumulate assets to pay for medical premiums and allowable health expenses at retirement (or upon meeting eligibility criteria) on a tax-free basis. This plan is not currently in effect. Once Employees’ agree to a mandatory contribution amount, it is the City’s intent to implement. The RHSP has the following components:

a. Eligibility:

i. Employee must have ten (10) years of City service or more, must retire or separate from City service, and have reached a minimum of age fifty (50). Under certain circumstances the age requirement may be waived if the employee qualifies as disabled from work under the PERS retirement plan, the City’s Short-Term/Long-Term Disability Income Protection Plan or under Workers’ Compensation.

b. Contributions:

i. An employee may make a one-time irrevocable election to have an on-going pre-tax salary deduction of 1-20% (whole percentages) of the employee’s base rate of pay; and

ii. An employee may also elect on an annual basis, in a year preceding retirement or separation, to make an irrevocable pre-tax deduction up to 100% (whole percentages) of his/her accrued vacation, holiday, CTO, and sick leave (in accordance with MFCOA MOU Section 18.8 “Sick Leave Sell-Back Program”) separation payoffs.

- iii. Contributions into the RHSP made only by the employee; there are no employer contributions. The employee will pay all administrative fees. The employee will be allowed to make his/her irrevocable election within thirty (30) days of hire as a full-time employee, and/or during the City's annual open enrollment period.

13.2. City Funded RHSP

- 13.2.1. 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 fifteen (15) years of City service.
- 13.2.2. If an employee does not reach at least fifteen (15) 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.

13.3. Disclaimer

- 13.3.1. 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.

SECTION 14 DAYS AND HOURS OF WORK

This section sets forth the general provisions governing hours of work. City reserves the right to make changes as may be necessary to meet the operational needs of City. If a change in the days of work, hours of work, work schedules, or other working conditions are necessary, City shall notify the affected employee(s) and provide an opportunity to meet and confer prior to implementing the change(s).

14.1. Schedules

- 14.1.1. The work schedule of Division Chiefs and Assistant Fire Chief in the Fire Department will be as follows:
 - a. Positions allocated to the Operations Division will work a fifty-six (56) hour A, B and C platoon work shift as described in item six (6) below.
 - b. Positions allocated to the Training Division and/or the Prevention Division and/or General Administration will work a 40-hour 5/8 work week, or a flexible schedule as approved by the Fire Chief.

14.1.2. Working hours are subject to change to meet the Department's needs, including evenings and weekends.

14.1.3. Further, the following terms and conditions shall apply:

- a. The title of Division Chief shall remain the same.
- b. 56-hour platoon schedule work week assignments will be compensated for holidays at nine (9) hours twenty (20) minutes per month at the forty (40)-hour rate or at fourteen (14) hours per month in holiday leave time if accrued.
- c. Forty (40)-hour work week assignments will not be compensated for holidays but shall take eight (8) hours of time off duty per holiday.
- d. Leave balances as of October 1, 1999 shall not be converted and accrual and use rates shall be based upon the assigned work schedule of a forty (40) or fifty-six (56)-hour work week.
- e. Division Chiefs shall be compensated, at straight time, for working as the Operations Division Duty Chief when they are not regularly scheduled for duty. Straight time compensation is to be calculated at the fifty-six (56)-hour rate. Division Chiefs can elect to accrue Extra Duty Compensation (XDA), hour for hour, instead of being paid for extra time worked. Accrued XDA shall not exceed 120 hours. Once a Division Chief's Comp XDA bank reaches 120 hours, the Division Chief can no longer accrue hours and will be paid straight time for the hours worked as XD. The Fire Chief shall determine when to use a Division Chief or Acting Division Chief to fill a vacancy. With the Chief's approval, Division Chiefs shall receive Extra Duty (straight time) pay when working special events/details outside the normal work schedule.
- f. The work cycle shall be two (2) consecutive twenty-four (24)-hour shifts for a total of forty-eight (48) hours, followed by four (4) consecutive twenty-four (24)-hour shifts off for a total of ninety-six (96) hours (commonly known as a "48/96-Hour Work Schedule"), repeating thereafter per the chart below (X = work day; 0 = day off):
 - XX0000XX0000XX0000, etc.
- g. The twenty-four (24)-hour work cycle shall start at 7:45 a.m. (0745) and conclude twenty-four (24) hours later at 7:45 a.m. (0745) the following day. The forty-eight (48)-hour, work cycle shall be considered two twenty-four (24)-hour shifts. Sick leave and vacation for an entire forty-eight (48)-hour work cycle shall be considered two (2) twenty-four (24)-hour shifts.
 - **X** = One 24 hour on-duty period
 - **0** = One 24 hour off-duty period

14.2. Hours of Emergency Work

14.2.1. When it is determined, by the Fire Chief, or his/her designee, that emergency work is required, all employees in classifications represented by the Association shall render emergency service on a twenty-four (24) hour on-duty basis without interruption.

14.3. Absences from Duty

14.3.1. The City and Association agree that current United States Department of Labor Regulation 29 CFR Section 541.710, permits any absence from work or duty by a member of the Association for personal purposes (where the employee is unable to respond to an emergency incident) or for illness or injury shall be deducted from the employee's appropriate accrued leave bank. If insufficient accrued leave exists in the appropriate leave bank, an absence under these Regulations shall be without pay for any portion for which sufficient leave does not exist. Under this concept, the employee's exemption from overtime payments under the Fair Labor Standards Act (F.L.S.A.) is not affected. The City and Association agree, for the term of this Agreement, that the policies embodied in the United States Regulation 29 CFR Section 541.710 as they existed on the date this Agreement is approved shall apply as an agreed policy to the members of Association, unless prohibited by law.

14.4. Shift Trades

14.4.1. The trading of time between members of Association shall be as established by the Fire Chief.

SECTION 15 LIGHT DUTY

15.1. Light Duty in Lieu of Sick Leave

15.1.1. If an employee suffers a non-industrial debilitating injury (broken bones, strains, sprains, or other injury) or non-contagious illness 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 his/her designee, at his/her request without loss or modification of any rights, benefits, salary, accrual rates or other compensation items covered in this Agreement.

15.2. Light Duty for Industrial Injury/Illness

15.2.1. City, at its option, may assign an employee suffering from an industrial injury or illness to a fifty-six (56) or forty (40)-hour week at the discretion of the Fire Chief, or his/her designee. Employees so assigned will not lose any rights, benefits, salary, accrual rates, or other compensation items covered by this Agreement.

15.3. Modified Work Schedule

15.3.1. When an employee is assigned to a forty (40)-hour work week for light duty purposes, all leave banks and accrual rates shall remain

the same as provided in Section 18.

SECTION 16 HOLIDAYS

16.1. Official Holidays

16.1.1. All employees covered under the terms and conditions of this Agreement shall be entitled to the following holidays, under the provisions of the remainder of this Section:

- The first day of January (New Year's Day)
- The third Monday in January (Dr. King's Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- The nineteenth of June (Juneteenth)
- The fourth day of July (Independence Day)
- The first Monday in 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 last working day before Christmas Day
- The first working day following Christmas Day

16.1.2. Employees Assigned to 56-Hour Work Week

Employees assigned to a 56-hour schedule shall not receive any additional compensation for working on a holiday and such employees shall not receive the holiday off if they are scheduled to work. In lieu of such holiday benefits, such employees shall be compensated for holidays at nine (9) hours twenty (20) minutes per month at the forty (40) hour rate or at fourteen (14) hours per month in holiday time if accrued, with a maximum accrual of 156 hours. Employees must notify the Fire Chief if they wish to receive compensation or accrued leave in accordance with this section at the beginning of the calendar year. Employees may elect to change their selection between accrued leave or pay quarterly. If the employee does not initially make an election between compensation or accrued leave, then the employee shall receive compensation.

16.1.3. Employees Assigned to a 40-Hour Schedule

Employees assigned to a forty (40) hour work schedule shall not be additionally compensated for holidays but shall take eight (8) hours of time off duty per holiday in accordance with Monterey City Code section 25-12.04.

SECTION 17 LEAVE ACCRUAL AND USAGE

17.1. All leave accruals for employees represented by the Association shall be based on the applicable work week (e.g. fifty-six (56)-hour duty schedule or forty (40)-

hour duty schedule) as identified in Chapter 25 of the Monterey City Code.

- 17.2. Leave balances as of October 1, 1999, shall not be converted and accrual and use rates shall be based upon the assigned work schedule of a forty (40) or fifty-six (56) hour work week.
- 17.3. Employees moving between a forty (40)-hour per week and a fifty-six (56)-hour per week schedule convert vacation balances using a conversion factor of 1.4.
- 17.4. Vacation/Entitlement
 - 17.4.1. Employee entitlement of vacation hours shall be in accordance with Municipal Code Section 25.12.01.
 - 17.4.2. Employees with more than twenty (20) years of service shall accrue annual vacation leave at the following rates:
 - For those on a forty (40)-hour week: 184 hours annually
 - For those on a fifty-six (56)-hour week: 256 hours annually
 - 17.4.3. Vacation shall not accrue in excess of 320 or 448 hours. Once an employee reaches this accrual limit, the employee shall not accrue additional vacation. Vacation accrual based on the employees' accrual rates shall commence only after an employee has utilized vacation and accrual banks are below the 320 or 448 maximum allowed. Employees may cash-out vacation accrual in excess of 280 or 392 hours at the end of the calendar year in accordance with a procedure set by the Finance Director. Vacation accruals may be cashed out upon separation from City employment.
- 17.5. Vacation/Selection and Use

The selection and use of vacation hours shall be in accordance with Monterey Fire Department Policy as established by the Fire Chief.
- 17.6. Management Unpaid Leave
 - 17.6.1 With advanced department head approval, an employee on a forty (40) hour work week schedule may take up to forty (40) hours of Management Unpaid Leave per calendar year or fifty-six (56) hours of management unpaid leave for employees on a 56-hour work week schedule. Such leave may be taken in one (1) hour minimum increments. Further, so long as the employee is in a paid status at least half of the month, such unpaid leave shall not result in a loss of benefits or leave accruals.
- 17.7. Management Leave (Paid)
 - 17.7.1. Employees shall be provided with 40 hours of "use it or lose it" management leave at the beginning of each calendar year. Unused time may not rollover to the next year, and there shall be no cash value for management leave time.
 - 17.7.2. For those employees who are new to Association (for example—a newly promoted Division Chief, or one who is hired to the Division

Chief classification from another agency), the amount of provided management leave in the initial calendar year of appointment shall be prorated based on the following schedule according to hire date:

If hired January 1 to March 31	40 hours of Management Leave
If hired April 1 to June 30	30 hours of Management Leave
If hired July 1 to September 30	20 hours of Management Leave
If hired October 1 to November 30	10 hours of Management Leave
If hired December 1 to December 31	0 hours of Management Leave

17.8 Sick Leave/Accumulation and Use

17.8.1 Sick leave accumulation and use shall be in accordance with Municipal Code Section 25-12.02, except as modified by Section 18.6 of this Agreement. 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 (biological, step, adopted, foster, legal wards, or a child to whom the employee stands in loco parentis), Parents (biological, adopted, step, foster, guardian, wards or in-laws), Spouse, Domestic Partner, Grandparent, Grandchild, Brother, Sister.

17.9 Sick Leave Usage for Death of a Family Member (Bereavement Leave)

17.9.1. All employees may be authorized to use up to forty (40) or fifty-six (56) hours of accrued sick leave per calendar year, depending on the work schedule, for the death of a family member or close relation. The maximum combined allowable use of sick leave for the above purposes shall not exceed eighty (80) hours in any calendar year.

17.9.2. At the City Manager or his/her designee's discretion, the employee may be required to provide evidence that the leave was used for the purposes intended by this section.

17.10 Termination of Sick Leave Balances Upon Eligibility for an Industrial Disability Retirement (4850 Clause)

17.10.1 This Section shall not apply to employees represented by the Association on May 7, 1997. Such employees will retain the right to use sick leave balances upon eligibility for industrial disability retirement, when they are promoted or reassigned to a classification represented by MFCOA.

17.10.2 For employees hired or promoted after May 7, 1997 into a classification represented by the Association, the following will apply. Upon either the approval of an application by an employer for an industrial disability retirement, or upon the independent determination of the employer that an employee is industrially disabled, the employee shall not be entitled to use any remaining sick leave or any such remaining sick leave balance in the employee's account and, any remaining sick leave in the employee's account shall be void. An application for industrial

disability retirement, either employee or employer originated, shall not affect the employee's right under Worker's Compensation laws, such as any otherwise existing right to temporary disability (including Labor Code Section 4850 benefits for safety officers).

17.11 Sick Leave Sell-Back Program

17.11.1. A represented 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 50% of the represented employee’s unused accumulated sick leave. City shall pay for the sick leave at the base rate of pay on the day of retirement.

17.11.2. Any sick leave days a represented employee “sells back” shall not be converted to additional retirement service credit as provided under Section 12.2 of this Agreement.

17.11.3. In the event of a line of duty death of an employee, their estate shall be paid a sum of money equal to 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.

17.12 Sick Leave Used as Personal Leave

17.12.1 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.

SECTION 18 SHORT TERM / LONG TERM DISABILITY PLAN AND MAINTENANCE OF BENEFITS

The City shall provide a City-paid combined insured Short Term Disability / Long Term Disability Plan (STD/LTD). During the term of this Agreement, the City will pay any increase in costs and will retain any savings resulting from a decrease in cost for this plan.

18.1. Maintenance of Benefits

18.1.1. The City will provide the employee on an industrial or non-industrial disability protected leave of absence with benefits for up to a maximum of one (1) year per incident in accordance with state and federal law.

18.1.2. The City will continue to provide the employee 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:

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

18.2. Leave Accrual

18.2.1. If, due to an industrial injury or illness, an employee is in a pay status (either City pay or Worker's Compensation payment) for the majority of the month, leave accruals (sick leave, vacation, and holidays) shall continue for the first six (6) months of the disability.

18.2.2. If, due to a non-industrial injury or illness, an employee receives disability payments for what constitutes the majority of the month, the employee shall not accrue leave.

SECTION 19 MATERNITY AND PARENTAL LEAVE

19.1. 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 (CFRA) and the Fair Employment and Housing Act.

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

SECTION 20 TUITION REIMBURSEMENT PROGRAM

Tuition reimbursement allowance shall be \$2000.00 per fiscal year per employee. The program shall permit reimbursement for seminars and other accredited courses that are job related, course textbooks and travel, lodging and miscellaneous expenses.

SECTION 21 WELLNESS PROGRAM

21.1. Sports Center Pass

21.1.1. Upon complying with membership requirements employees shall receive annual, renewable and nontransferable employee-only passes to the Monterey Sports Center, valued at the current rates, and subject to rate increases, in order to implement their personal fitness programs. The Internal Revenue Service views the employee membership as taxable income. The details of the program shall be as outlined in "Fitness Program." Use of the Sports Center will be limited to off-duty hours, unless the Fire Chief grants an exception in specified circumstances.

21.1.2. 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. During open enrollment, 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.

21.1.3. 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.

21.1.4. New hires can enroll in the Fitness Program upon hire, and then during open enrollment thereafter. Employees can cancel enrollment in the Fitness Program during open enrollment.

21.2. No Smoking Policy

21.2.1. Association and City agree that smoking is prohibited on and off duty, and that violation of this policy can subject an employee to discipline. The specifics of this policy are outlined in the No Smoking Policy. The provisions of this policy applicable to smoking off duty shall not apply to employees hired or promoted before May 7, 1997 into a classification represented by Association.

21.3. Physical Fitness Policy

21.3.1. Employees represented by Association assigned to the fifty-six (56)-hour work week may participate in the Fire Department's physical fitness program.

21.3.2. Employees represented by Association assigned to the forty (40)-hour work week are eligible to participate in the City's Fitness Plan where they work out off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a fitness bank.

21.3.3. Conditions for Qualifying

- a. Employees are required to work out a minimum of 1170 minutes per quarter in order to accrue ten (10) hours of leave. A session is considered to be any moderate or higher intensity physical activity lasting a minimum of fifteen (15) minutes.
- b. Participants will sign a form demonstrating completion of each workout, which is based on the honor system. At the end of each quarter the form will be turned into the Human Resources Department and the ten (10) hours of leave will be credited to the exercise incentive time bank as soon as practical and will be available for immediate use by the employee.
- c. Each calendar year a maximum of forty (40) hours can be accrued in a separate exercise incentive time bank, with a maximum of eighty (80) hours allowed in the bank. The exercise incentive time bank has no cash value and the time accrued in this bank has no expiration date.
- d. Approval for the use of Leave shall otherwise be subject to the same use rules as vacation and requires advance Department

Head or his/her designee's approval.

- e. Participation is voluntary and for those electing to participate, an annual physical fitness assessment at the Monterey Sports Center, which can be used as a thirty (30)-minute workout session is encouraged Individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee.
- f. Participation is voluntary and for those electing to participate, an annual physical fitness assessment at the Monterey Sports Center, which can be used as a thirty (30)-minute workout session is encouraged individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee.
- g. Submitting a Fitness Plan Waiver form to Human Resources is required to participate in this program.

21.4. Employee Assistance Program

- 21.4.1. 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.

SECTION 22 UNIFORMS

- 22.1. The parties agree that represented employees shall wear a uniform while on duty and while representing the Monterey Fire Department. The Fire Chief may provide exceptions. Uniforms are not required for standby duty.
- 22.2. City agrees to provide Uniform Allowance pay of \$130.00 per month for represented employees.
- 22.3. City agrees to provide a written departmental policy to provide specifications for the uniforms as agreed to by both parties to this Agreement.

SECTION 23 PROVISIONS OF LAW

This Agreement is subject to all current and future applicable federal and state laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this Agreement shall not be affected thereby.

SECTION 24 FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 24.1. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or

terminated in their entirety.

- 24.2. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this Agreement.
- 24.3. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding on the parties thereto unless made and executed by all parties.
- 24.4. In the event any new practice, subject or matter arises during the term of this Agreement, that is within the scope of meet and confer, and an action is proposed by City, Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, City reserves the right to take necessary action by management direction.
- 24.5. Nothing herein shall limit the authority of City to make necessary and reasonable changes during emergencies. However, City shall notify Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.
- 24.6. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

SECTION 25 TERM AND EFFECT OF MEMORANDUM OF UNDERSTANDING

- 25.1. This MOU is effective on July 1, 2022 and shall remain in full force and effect through June 30, 2024. The terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the Association and the City Council, or until this MOU is superseded in accordance with City Code Section 25-16.12(e), Impasse Procedure, as may be amended, or until Association dissolves pursuant to City Code section 15-16.10 (Decertification of Recognized Employee Organizations), as may be amended.
- 25.2. The parties hereto have caused their duly authorized representative to execute this Memorandum of Understanding the day, month and year noted below.

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 CHIEF
OFFICERS ASSOCIATION

Dated: 2/8/2024 | 3:44 PM PST

Dated: 2/8/2024 | 3:42 PM PST

DocuSigned by:
Hans Uslar
3208FC1519DD42C
Hans Uslar, City Manager

DocuSigned by:
Justin Cooper
ECA0C58C8851401...
Justin Cooper, MFCOA Vice President

Dated: 2/8/2024 | 3:43 PM PST

Dated: 2/8/2024 | 3:42 PM PST

DocuSigned by:
Brette Neal
1D80ADE7BE4D44F...
Brette Neal, Human Resources Director

DocuSigned by:
Greg Greenlee
F477B63ED214422...
Greg Greenlee, MFCOA Representative