

**2019-2020**  
**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  
Engineer/Paramedic  
Engineer/EMT  
Firefighter/Paramedic  
Firefighter/EMT  
Paramedic

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**

All required state, county and department training and certifications required to perform job duties shall be paid for by the City. The minimum reimbursement for pre-approved Fire, EMS and Educational courses and materials is four hundred dollars (\$400) per fiscal year, per employee. Reimbursements shall be paid solely for 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. All training will be purchased through City purchasing process utilizing City credit card.

### **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 three hundred thirty-six (336) 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 three hundred thirty-six (336) 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"). Until leave bank 2 is exhausted, fifty percent (50%) of all vacation leave utilized by the employee will be deducted from Leave Bank 1 and fifty percent (50%) will be deducted from Leave Bank 2 until the excess is depleted and the Leave Bank 2 is thereby eliminated.

Upon any termination of employment from CITY service, including, but not limited to voluntary resignation, termination, disability retirement or retirement from CITY service, an employee is entitled to cash out up to 240 hours of accumulated vacation leave at the date of termination. The parties hereto on behalf of the City, the Association, and all employees thereunder, past, present and/or future, voluntarily waive the provisions of Labor Code Section 227.3 and agree the maximum payout for accrued vacation leave shall be 240 hours, no matter the total amount accrued at the time of termination. Those employees with remaining amounts in Leave Bank 2 shall still receive compensation for their accrued time in Leave Bank 2 should an employee leave

employ of the CITY as described above.

#### **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 paid once every February. Any hires between January 1 and June 30, will only receive \$500 paid out in the second half of the 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**

Employees earn fifteen (15) days of sick leave per year. Sick leave accrual shall have a maximum cap of five hundred and sixty (560) 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 five hundred and sixty (560) hours. Employees with hours in excess of four hundred (400) hours 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 twenty (320) hours will be set aside in a separate, non-accruing sick leave bank. (“Leave Bank 2”). Until leave bank 2 is exhausted, Fifty percent (50%) of all sick leave utilized by the employee will be deducted from Leave Bank 1 and fifty percent (50%) will be deducted from Leave Bank 2 until the excess is depleted and Leave Bank 2 is thereby eliminated.

Upon separation from CITY service and having worked for at least ten (10) consecutive years with the CITY, an employee is entitled to cash out of 50% of accumulated sick leave (max of 200 hours). Those employees with remaining amounts in Leave Bank 2 shall still receive compensation for their accrued time in Leave Bank 2 (50%) should an employee leave employ of the CITY as described above.

#### **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 conversation shall have a maximum cap of six (6) sick days converted into three (3) vacation days.

#### **ARTICLE 9.** **RECALL TO DUTY/CALL BACK MINIMUMS**

Only for the term of the MOU, at the expiration of which (December 31, 2020) this provision will

sunset, and only upon Measure E positions being filled, daily minimum staffing will be 4.0 – (1) Captain, (1) Engineer, (2) Firefighters, unless management determines otherwise based on operational/departmental needs.

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.

## **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. PERS classic employees who are not subject to the Public Employee’s Pension Reform Act (“PEPRA”) will receive the three percent (3%) at age fifty-five (55) formula. Classic employees will pay the entire nine percent (9%) employee contribution. In addition, effective January 1, 2019, classic members will pay an additional three percent (3%) of the employer share as cost sharing under Government Code section 20516(f) for a total employee contribution of twelve percent (12%).

Employees who are defined as “new members” under PEPRA will receive the two and seven-tenths percent (2.7%) at age fifty-seven (57) formula. New members will contribute fifty percent (50%) of the total normal cost of the retirement benefit, as determined by 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) Social Security coordination
- 2) 1957 Survivor's Benefits
- 3) Final compensation determined as highest of thirty-six (36) consecutive months of PERS membership
- 4) Fire Safety Disability Retirement

5) Two percent (2%) maximum annual cost -of-living allowance after retirement

6) 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

7) Post-retirement death benefit of \$500.00 (in addition to normal retirement benefits)

8) 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.

D) On January 1, 2019, Classic association members will contribute 12% of PERS costs.

Association member Group	Association member Contribution
Safety – Fire PEPRA	New members will contribute fifty percent (50%) of the total normal cost of the retirement benefit, as determined by PERS.
Safety – Fire CLASSIC	12%

**ARTICLE 11.**  
**DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS**

Employees are required to participate in the direct deposit program for payroll purposes. Employees may participate on a voluntary basis in 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 12% of premium costs for medical, dental, vision, and life insurance cost/premiums for current employee and if applicable, eligible dependents. Fire Association to be included in discussions regarding health plans annual selections.

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:

1<sup>st</sup> Tier

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

2<sup>nd</sup> Tier

\*Employee + Spouse

\*Employee + Child(ren)

3<sup>rd</sup> 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.

### **ARTICLE 13.** **BILINGUAL PAY**

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

### **ARTICLE 14.** **WAGES**

A) Wage Increase:

1. Wage increases to employees in bargaining unit during the term of MOU as follows:

- January 1, 2019: 3.0% base wage increase
- October 1, 2019: 1% one-time, off schedule, cash-out payment. \*
- January 1, 2020: 3.0% base wage increase.
- July 1, 2020: 1% one-time, off schedule, cash-out payment. \*

\*1% is calculated based on association members' average base pay.

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 (one year), an entry-level employee shall be eligible for a step increase (i.e. 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. New employees shall be hired according to Appendix A, "MOU Incentive Plan" and follow the step increase schedule as described above or be moved to the appropriate step upon completion of obtaining minimum qualifications for the job classification and approval by the Fire Chief.

**ARTICLE 15.**  
**EDUCATIONAL INCENTIVE PAY PROGRAM**

All regular full-time permanent employees shall be entitled to receive "Educational Incentive Pay," in the amount set forth below [not to exceed ten percent (10%) 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 preferred in Fire Science (or other A.A. or A.S. degree) - two and one-half percent (2.5 %).

B.S. Degree preferred in Fire Science (or other B.A. or B.S. degree) - five percent (5.0%)

Master of Science / Master of Arts in Fire Science (or other M.A. or B.S. degree) – seven and one-half (7.5%).

Fire Officer Certificate from the California State Fire Marshal's Office — two and one-half percent (2.5%)

All regular full-time permanent employees shall be entitled to receive "Certification/Assignment Pay" in the amount set forth in Appendix A, MOU Incentive Plan," commencing with the first pay period following documentation/confirmation/determination of the award/conferral by the college, university, or certifying institution.

Members may use a combination of certification, education, and/or assignment pay incentives to achieve a maximum of 20% above the employee's existing base wage.

**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 6<sup>th</sup> year, \$1,000.00 at the 11<sup>th</sup> year, \$1,500.00 at the 16<sup>th</sup> year, \$2,000.00 at the



21<sup>st</sup> year, and \$2,500.00 at the 26<sup>th</sup> year, etc.

**ARTICLE 17.**  
**TERM OF AGREEMENT**

Two years – January 1, 2019 – December 31, 2020.

**ARTICLE 18.**  
**Career Plan/ Incentive Pilot Program Appendix A**

Implemented and effective following member ratification and City Council approval of new MOU on a go forward basis/not retroactive (see Appendix A). Pilot Program – only for term of MOU (January 1, 2019 – December 31, 2020) – sunsets December 31, 2020.

**ARTICLE 19.**  
**REOPENER**

In year two of the MOU (2020), 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, 2020.

KINGSBURG PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
("ASSOCIATION")

Dated:

By: \_\_\_\_\_  
Steven R. Zimmerman,  
Authorized Representative

CITY OF KINGSBURG ("CITY")

Dated:

By: \_\_\_\_\_  
Alexander J. Henderson,  
City Manager