

2024-2026
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.*).

The City retains the exclusive right, subject to and in accordance with applicable laws and the provisions of this MOU, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer, assign and discipline employees; (c) to dismiss employees for reasonable cause pursuant to procedures outlined herein; (d) to determine the mission of its divisions and departments, and its budget, organization, number of employees and the numbers, types, descriptions and grades of positions or employees assigned to an organizational unit, and the methods and technology of performing its work; and (e) to take whatever action may be appropriate to carry out its mission in situations of emergency.

In addition, the City retains all the exclusive rights, subject only to the specific provisions of this MOU, and pursuant to State law, to take whatever actions and set whatever policies it deems appropriate.

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

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 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-four (24) day period, including paid rest and meal periods. Employees that work a 56-hour work week shall work a shift schedule commonly referred to as the 2/4 schedule. This schedule has an annualized average work week of 56 hours and shall consist of each shift (A, B or C) working eight (8) twenty-four (24) hour shifts in a twenty-four (24) day work period. This schedule shall consist of (2) 24-hour shifts/contiguous forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty. The work schedule is illustrated as follows with X = on duty and O = off duty: X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O. This schedule shall be on-going and repeat on a fixed and regular basis.

Another "shift" work schedule for employees shall be a standard forty (40) hour workweek consisting of eight-hour days over a five-day period. A 40-hour work week shall consist of five (5) consecutive eight-hour days each week. When personnel are assigned to a 40-hour assignment an alternate work week of either Monday through Thursday or Tuesday through Friday at 10 hours per day may be agreed upon by the Fire Chief and the affected employee. The Fire Chief may assign the start and end time of these shifts to meet operational needs.

The normal, "relief" work schedule for employees shall consist of an average of fifty-six (56) hours of work per week over a twenty-four (24) 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.

In order to uniformly convert time between 40 and 56 hour work weeks, one-fifth of the employee's work week shall be used. The conversion factor for calculating the time is 1.4, i.e., when an employee moves from 56 to 40 hours per week, the employee's accrual rates for vacation, sick, and CTO hours will be divided by the factor 1.4. When an employee moves from 40 to 56 hours per week, the employee's accrual rates for vacation, sick, and CTO will be multiplied by 1.4.

The City shall have the right to require employees to work in order to maintain minimum staffing, provide City coverage during emergency situations, and provide special event/assignment coverage. At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented to by the employee.

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. The standard FLSA section 7k work period for fire personnel assigned to the 48/96 work schedule is 182 hours in a 24-day FLSA cycle. For payroll purposes, the standard 14-day payroll period shall be paid as follows: one hundred twelve (112) regular hours (56 regular hours per week) 6 hours of FLSA hours paid out as half time (3 hours per week) for the additional hours above the 53-hour work week. 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. The City shall have the choice in the manner of compensation. Employees shall be allowed to accumulate a maximum of 360 hours of unused CTO. CTO may not be used to take time off if it unduly disrupts operations. Employees with more than 360 hours of CT must use or cashout all hours above 360 hours by July 1, 2025. Any unused hours above 360 hours will be automatically cashed out on the second pay period in July 2025. 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.

Employees shall have the following option of cashing out of CTO hours: Twice each fiscal year each bargaining unit member may receive cash out up to 96 hours of his or her CTO. CTO payout will occur the first full pay period in July and January. Request for CTO cash out must occur 30 days prior.

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. 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**

The City recognizes the following fourteen (14) city holidays; New Years Day, Martin Luther Kings Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday (half day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.

Every city employee shall be entitled to eight hours of paid time off for the recognized holidays. 56-hour employees will have the eight (8) hours converted to 11.2 hours per holiday. 56-hour employees

will receive 156.8 hours of holiday time compensation. In lieu of paid time off for all CITY holidays, the employees will receive an additional approximate amount of (5.39%) of their base wages divided by 26 pay periods, which equates to 5.385% in premium pay.

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.

The City will allow two (2) personnel off using vacation leave per shift. All requests for vacation time off shall be a minimum of four (4) hours, unless that time off is for early relief and the employee filling the vacancy is volunteering to work.

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.

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 one thousand one hundred and twenty (1,120) 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 one thousand one hundred and twenty (1,120) hours.

Upon retirement from CITY service, an employee in good standing with at least ten (10) consecutive years with the CITY, is entitled to cash out 50% of accumulated sick leave (max of 200 hours).

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 1 sick day for 1 vacation day. Sick leave conversion shall have a maximum cap of six (6) sick days converted into six (6) vacation days.

ARTICLE 9.
RECALL TO DUTY/CALL BACK MINIMUMS

Contingent upon Measure E funding, and specifically this provision immediately sunsets if/when Measure E funding ceases. Daily minimum staffing will be 4.0 – (1) Captain, (1) Engineer, (2) Firefighters with a minimum of one being a paramedic, unless management determines otherwise based on operational/departmental needs. The use of reserve Firefighters shall only be to increase staffing above the minimum staffing level.

For scheduled and unscheduled absences from assigned shifts, CITY shall utilize 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 fiscal 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 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 on-duty employee in the same or another classification i.e. qualified actor for that vacancy; members on duty will be held until properly replaced by department personnel. The responsibility to find replacement in a mandatory staffing scenario lies with the employee who wishes to be properly replaced. Department employees are allowed to be replaced by only full-time employees in the same rank or with qualified actors for the position.

When deemed necessary as a result of personnel being off and unable to staff with an employee of that rank acting will be required. To be eligible for acting you must meet the following State Fire Marshal Certification by rank and the maximum compensation for acting is two and half percent (2.5%). Firefighters must be off probation before being eligible for the Fire Apparatus Driver/Operator incentive pay. Employees based off their current rank will need to meet the acting certification and complete a task book for the matching acting qualifications.

Firefighter Rank – Fire Apparatus Driver/Operator Pump Apparatus Certificate from the California State Fire Marshal's Office — two and one-half percent (2.5%)

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

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

The percentage earned is for compensation throughout the year for acting. If an employee is required to act for an extended period of time, greater than six shifts, the employee will be eligible for an additional five (5) percent during the extending acting period.

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 PEPR | 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 15% 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:

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.

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 Increases:

- October 28, 2024 Salary increases (see chart below), 0.38% for holiday pay, and FLSA conversion (new FLSA work period will begin during the October 28, 2024 pay period).

| | |
|------------------------|--------------------------|
| Firefighter/EMT | 10% base salary increase |
| Firefighter/Paramedic | 13% base salary increase |
| Fire/Engineer | 13% base salary increase |
| Fire Captain/EMT | 13% base salary increase |
| Fire Captain/Paramedic | 11% base salary increase |

- July 1, 2025 3.0% base salary increase
- July 1, 2026 3.0% base salary increase

B) Fire Engineer/EMT:

Job description and top monthly salary of \$6,467 to be created.

C) Step increases within a pay range shall not be automatic but shall be based upon merit, which shall be based upon performance evaluations, and then only upon written approval by the employee's Department Head and the City Manager.

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 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 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%)

ARTICLE 16.
LONGEVITY PAY

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 full-time service after each fifth year increment, e.g. \$500.00 at the beginning of the 6th year of the employee being in full

time status with the city, \$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, etc.

ARTICLE 17.
STRIKE TEAM PAY

Association members assigned to a strike team by the Fire Chief or his designee shall be compensated (portal to portal) beginning at the time of dispatch to their return when equipment and personnel are in service and available for agency response. While on a strike team deployment, personnel will be compensated at their regular rate during their normally assigned shifts and at the overtime rate on days which they are not normally assigned.

ARTICLE 18.
TERM OF AGREEMENT

October 28, 2024 – December 31, 2026.

ARTICLE 19.
PROGRAM MANAGEMENT/SPECIAL ASSIGNMENTS

Until such time as the department has a two full-time chief officer positions the department requires program management and oversight. These duties shall be accomplished by the 56-hour shift captains. Each of the three shift captains will be assigned by the fire chief one of the following program management/coordination assignments. Captains will receive a maximum of ten percent (10%) for these additional duties. The following programs are:

- Training Officer/Safety Officer – PERS Special Compensation Training Coordinator Premium Pay (5%) and Injury Prevention/policy 5%
- Emergency Medical Services (EMS) – PERS Special Compensation Paramedic Coordinator Premium Pay (5%) and Public Education 5%
- Fire Prevention – PERS Special Compensation Fire Prevention Assignment Pay (5%) and Support Services Responsibilities (Fleet, facilities, equipment, and supplies) 5%

As a result of the small size of the department it requires personnel to perform specialized duties and assignments. Special Assignments are at the discretion of the fire chief. Some of the special assignments require additional training and/or certification. The maximum compensation for special assignments is seven and one half percent (7.5%). The following is a list of special assignments, but others could be added by the fire chief as the need arises.

SCBA Testing, Repair, and Fit Testing 2.5%
Hose Testing and Repair 2.5%
Fleet Repair Coordinator 2.5%

Facility Repair Coordinator 2.5%
EMS Supplies and Equipment Coordinator 2.5%
Explorer Post Lead 5%
Hydrant Testing and Maintenance 5%
Quarter Master and PPE 5%
Community Risk Reduction 5%
Fire Prevention Officer I – PERS Special Compensation Fire Staff premium pay 2.5%
Fire Prevention Officer II – PERS Special Compensation Fire Staff premium 5%
Fire Investigation – PERS Special Compensation Fire Investigation premium 2.5%
Fire Instructor 2.5%
EMS Instructor 2.5%
Public Information 2.5%
Radio Communications 5%
Computer/Software Coordinator 5%
USAR 5%
Hazardous Materials 5%
Wellness Program 2.5%

The maximum compensation for education, acting, and program management is 15%.

KINGSBURG PROFESSIONAL
FIREFIGHTERS ASSOCIATION
("ASSOCIATION")

Dated:

By: _____
Leticia Ruano
Authorized Representative

CITY OF KINGSBURG ("CITY")

Dated:

By: _____
Alexander J. Henderson,
City Manager