

# MEMORANDUM OF UNDERSTANDING

## SANTA MARIA CITY FIRE FIGHTERS' UNION LOCAL #2020 CALENDAR YEARS 2018-2021

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**CHAPTER 1. DEFINITIONS**

**1.1 Definitions**

(See Municipal Code Section 2-20.01)

The following terms as used in this MOU shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

24 Hour Shift – 24 consecutive hours of work beginning at 8am daily.

(MOU 06-04-19)

AFFORDABLE CARE ACT (ACA) – Full time employee – For purposes of the Affordable Care Act only, full-time shall be defined as those employees regularly scheduled to work 30 hours per week over the measurement period.

(MOU 01-21-14)

CITY - shall mean the City of Santa Maria, a municipal corporation, and where appropriate herein, according to the content, "City" refers to the City Council, the governing body of said City.

CITY MANAGER - shall mean the City Manager of the City of Santa Maria or his/her designated representative.

CONTINUOUS SERVICE - shall mean employment in a regular position which has not been interrupted by resignation, discharge, or retirement.

COUNCIL - shall mean the City Council, the governing body of the City of Santa Maria.

DEPARTMENT HEAD - shall mean the Fire Chief of the Santa Maria Fire Department or his/her designated representative.

EMERGENCY - shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE - shall mean all City of Santa Maria personnel except those covered by the miscellaneous, police, management and confidential or limited service areas, all of which are identified in the City’s resolution regarding employer employee relations.

(MOU 12-06-11)

EMPLOYEES' UNION - shall mean the Santa Maria City Fire Fighters' Union Local 2020.

FIRE CHIEF - shall mean the Fire Chief of the City of Santa Maria or his/her designated representative.

(MOU 1-17-95)

GRIEVANT - shall mean an employee or group of employees claiming to be adversely affected by an act or omission of the employer.

GRIEVANCE - is defined as a written allegation by a grievant, as defined herein, claiming violation(s) of the specific expressed terms of the Memorandum of Understanding (MOU), or City personnel rules or departmental operational directives for which there is no other specific method or review provided by City law. Certain matters are specifically excluded from the grievance procedure (see Chapter 13 of this MOU).

MANAGEMENT - shall mean the City Manager and/or his/her Assistant and the Department Heads of the City of Santa Maria.

(MOU 2-22-03)

MANAGEMENT REPRESENTATIVES - shall mean the City Manager of the City of Santa Maria and/or those to whom he/she has delegated the duties and responsibilities set forth in the City Council's resolution regarding employer-employee relations.

MEMORANDUM - shall mean the currently effective provisions of any MOU made and entered into by and between the City of Santa Maria and the majority representative of all City personnel except those covered by the miscellaneous, police, or management areas, all of which are identified in the City's resolution regarding employer-employee relations.

NON-SHIFT EMPLOYEE - shall mean an employee permanently assigned to a forty (40) hour work week. Non-shift employees may include, but are not limited to, persons in Fire Prevention.

(MOU 1-17-95)

PRO-RATED - shall mean the providing of a benefit and/or leave accrual on a proportional basis; based on the employee being in a full-time paid status on City payroll (112 hours per pay period for shift employees and 80 hours per pay period for non-shift employees), over a full payroll calendar year (twenty-six pay periods). Employees in a paid status on City payroll for less than the aforementioned time frame will be provided said benefits and/or leave at a proportionally reduced rate. At no time may an employee receive more than 100% of said negotiated benefit regardless of hours worked.

(MOU 2-05-08)

REGULAR EMPLOYEE - shall mean an employee who is not on probation and is employed in a full-time regular position.

(MOU 2-05-08)

REGULAR POSITION - shall mean a budgeted position established on a year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the City Council.

(MOU 2-05-08)

QUALIFIED – shall mean a member is considered qualified when they have met all the requirements set forth by the department to perform the duties of a certain rank of job function.

(MOU 06-04-19)

SENIORITY - shall mean total continuous full-time equivalent service as a regular employee unless the context herein indicates otherwise.

SHIFT EMPLOYEE - shall mean an employee assigned to a fifty-six (56) hour work week.

**CHAPTER 2.      RECOGNITION AND IMPLEMENTATION****2.1      Recognition**

**2.1.1** Pursuant to the provisions of Resolution 2002-29 of the City regarding Employer-Employee Relations, the Santa Maria City Fire Fighters' Union Local 2020 has been found to be, and is recognized as, a majority representative of all sworn fire personnel not covered by a management unit. Management hereby recognizes the Santa Maria City Fire Fighters' Union Local 2020 as the certified majority representative of employees in the City of Santa Maria Fire Department in the following classifications:

- ARFF Specialist I
- ARFF Specialist II
- Fire Captain
- Fire Engineer
- Fire Fighter
- Fire Fighter in Training
- Fire Prevention Officer I
- Fire Prevention Officer II

**2.1.2** The parties agree that the above ARFF classifications shall remain represented unit classes only so long as they remain 100 percent (100%) funded by the Airport District and have not yet been absorbed into the Fire Fighter classification.

(MOU 02-15-11)

**2.2      Implementation**

**2.2.1** This MOU constitutes a mutual recommendation to be jointly submitted to the Council. It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until the Council:

**2.2.1.1** Acts, by majority vote, formally to approve the MOU; and/or

**2.2.1.2** Enacts amendments to all City ordinances required to implement the provisions set forth.

**2.3      Term**

**2.3.1** The term of this MOU shall commence on the date when the terms and conditions of its effectiveness are fully met, as set forth in Article II, but in no event shall the MOU become effective prior to 12:01 A.M. on January 20, 2018. This MOU shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2021.

(MOU 06-04-19)

**2.4 Meet and Confer Representatives**

**2.4.1** The Santa Maria City Fire Fighters' Union Local 2020 agrees to Meet and Confer with the designated representative of the City Council only, and the City Council's representative agrees to Meet and Confer with the Santa Maria City Fire Fighters' Union Local 2020 (Local 2020) designated representative only.

(MOU 1-1-76)

**2.5 Meet and Confer in Good Faith**

**2.5.1** Pursuant to Government Code 3505 and City Resolution 2002-29, Section 7, the City shall meet and confer in good faith with Local 2020 representatives on all matters within the scope of representation. This shall include but not be limited to wages, hours, and other terms and conditions of employment. Nothing within this MOU shall constitute a waiver of rights guaranteed to the parties under the Meyers-Milias-Brown Act (Govt. Code Section 3500 et seq.).

(AMENDED MOU 2-22-03)

**2.6 Written Notice**

**2.6.1** Pursuant to Government Code Section 3504.5 and City Resolution 2002-29, Section 9, the City, except in cases of emergencies, shall provide Local 2020 representatives reasonable written notice of any changes relating to matters within the scope of representation to include but not limited to wages, hours, or any other terms and conditions of employment.

(MOU 2-22-03)

**2.7 Mediation**

**2.7.1** Pursuant to Government Code Section 3505.2, if, after a reasonable period of time the City representative and Local 2020 representatives fail to reach an agreement on matters relating to the scope of representation and impasse is declared, the City will agree to mediation. The Mediator will be mutually agreed on with costs of mediation to be split equally between the City of Santa Maria and Local 2020.

(MOU 1-1-91)

**2.8 Time Off for Meetings**

**2.8.1** Pursuant to Government Code Section 3503.3, the City shall allow a reasonable number of Local 2020 representatives time off from work, including previously assigned overtime without loss of compensation or other benefits for the purpose of formally meeting and conferring with either City Administration or Fire Department Management on matters within the scope of representation.

(MOU 06-04-19)

**CHAPTER 3. COMPENSATION, WORK HOURS AND PREMIUM PAY****ARTICLE I. SALARIES AND SALARY ADJUSTMENTS****3.1 Salaries**

**3.1.1 Effective upon ratification a one-time payment of \$1,000.00.**

(MOU 06-04-19)

**3.1.1.1 Effective upon ratification, a base salary increase of five percent (5%) will be given to those unit members in the employ of the City the first pay period after Council approval of the MOU. A CalPERS contribution offset shall be made in accordance with Section 4.1.4.**

(MOU 06-04-19)

**3.1.2 Effective January 18, 2020 a base salary increase of four percent (4%) will be given to those unit members in the employ of the City the first pay period after Council approval of the MOU. A CalPERS contribution offset shall be made in accordance with Section 4.1.4.**

(MOU 06-04-19)

**3.2 Salary Survey Procedure**

**3.2.1** For purposes of preparing a salary survey for consideration during the meet and confer process, salaries shall be set at the combined median and average of the salary-only survey. However, no provision in this MOU shall be interpreted to mandate the setting of prospective salary and/or other forms of compensation at a level indicated in the survey.

(MOU 2-05-08)

**3.2.2** It is understood and agreed that the City will benchmark, for salary-only survey purposes, the position of Fire Captain.

**3.2.3** Comparable salaries shall be made based on the top base pay step, up to the maximum "E" step or fifth step in the salary range.

**3.2.4** The City agrees to reduce its top step salary of Fire Captain by a half-percent (½%) for salary survey purposes, in recognition of acknowledging no more than five salary steps in other agencies.

(MOU 02-24-01)

**3.2.4.1** Should fifty percent (50%) or more of the agreed to surveyed agencies have more than an "E" step or fifth step as their top "merit" step, Section 3.2.3 and 3.2.4 above will sunset at the conclusion of the then-current MOU and the City will agree to recognize the top "merit" step from other surveyed agencies and agree to incorporate said language in the ensuing MOU.



**3.2.5** The parties agree to add an additional percentage calculated by dividing the number current Tier I employees by the number of budgeted Local 2020 positions to the top step salary of Fire Captain for salary survey purposes, in recognition of implementing the 3% at 50 CalPERS retirement benefit. The parties agree to add this additional percentage for salary survey purposes until all surveyed CalPERS agencies have a 3% at 50 CalPERS retirement plan, however, due to Public Employee Pension Reform Act (PEPRA) legislation, the parties agree to reduce the percentage commensurately with the percentage of unit members in Tier I.

(MOU 06-04-19)

**3.2.6** The agencies to be used for salary-only survey purposes shall be as follows:

- |                         |                         |
|-------------------------|-------------------------|
| City of Lompoc          | City of Oxnard          |
| City of San Luis Obispo | City of Santa Barbara   |
| City of Ventura         | County of Santa Barbara |
| County of Ventura       | Carpinteria-Summerland  |

(MOU 1-1-91)

**3.3 Bilingual Pay**

**3.3.1** A salary differential shall only be paid to those employees who are required by the Department Head to use both English and Spanish in communicating with the general public while performing the duties of his/her position. Any eligible employee within Local 2020 who demonstrates appropriate skills in both speaking and understanding the Spanish language, at a basic level, shall receive a two percent (2%) salary differential above his/her regular scheduled salary, within the individual's designated classification. Eligible employees who demonstrate Spanish speaking skills at an advanced level shall receive a three percent (3%) salary differential.

(MOU 12-06-11)

**3.3.2** The Human Resources Office will test for the skill level required.

(MOU 2-19-05)

**3.4 Equity Adjustments**

Section intentionally left blank.

**3.5 Longevity Pay**

**3.5.1** Effective the first full payroll period following December 20, 2019, employees hired before December 31, 2012 with five (5) years in the fire service and who have continuously been employed by the department will be provided with a one percent (1%) longevity pay.

(MOU 06-04-19)

**3.5.2** Effective the first full payroll period following December 18, 2020, employees hired before July 1, 2011 with five (5) years in the fire service and who have continuously been employed by the department will be provided with a one percent (1%) longevity pay.

(MOU 06-04-19)

**3.5.3** Effective the first full payroll period following December 17, 2021, employees hired before July 1, 2011 with five (5) years in the fire service and who have continuously been employed by the department will be provided with a one percent (1%) longevity pay.

(MOU 06-04-19)

## ARTICLE II. HOURS OF WORK AND SPECIAL PAY PROVISIONS

### **3.10** Work Hours

**3.10.1** The official work week or work period for shift employees shall be fifty-six (56) average hours per week based on a three (3) platoon schedule. The work period for purposes of calculating unpaid premium overtime shall be twenty-four (24) calendar days. Pursuant to the Fair Labor Standards Act (FLSA), actual hours worked which exceed one hundred and eighty-two (182) hours in a twenty-four (24) calendar day work period shall be paid at premium overtime in accordance with FLSA.

**3.10.2** Except as otherwise provided, no employee shall be employed in one or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in Section 3.10.1, above, except on overtime authorized by the department.

(MOU 1-1-91)

**3.10.3** The official work week or work period for non-shift employees shall be forty (40) hours per week. Pursuant to the Fair Labor Standards Act (FLSA), actual hours worked which exceed forty (40) hours in a seven (7) calendar day work period shall be paid at premium overtime in accordance with FLSA.

(MOU 11-03-09)

**3.10.4** The employer shall give non-shift employees a minimum of one working day notice on any adjustment of a work schedule. For purposes of this section, a work week will be a minimum of forty (40) hours. Unless otherwise mutually agreed to, said adjustment of a work schedule will only be at the beginning or end of a work day.

(MOU 02-24-01)

### **3.11** Overtime

(See Municipal Code Section 2-20.17 and CAM 76-71)

**3.11.1** Incidental overtime is not compensable and may not be credited as overtime. Incidental overtime shall be less than eight minutes in one day. Any time worked eight minutes or more and less than 38 minutes will be rounded to thirty minutes. Any time worked 38 minutes or more and less than 68 minutes will be rounded to one hour.

(MOU 02-24-01)

**3.11.2** All time worked, except for an employee's assigned shift (56 hour/week), shall be considered overtime and, as such, shall be compensated at one and one half times the regular hourly wage.

(MOU 1-1-89)

**3.11.3** Overtime requested to be paid in compensatory time, by the employee, shall be paid at one and one-half times compensatory time up to a maximum of 16 hours per 24 hour shift, with any balance paid as overtime at one and one-half times the regular hourly wage.

(MOU 1-1-89)

**3.11.4** The maximum accumulated compensatory time shall be 120 hours for shift employees and 100 hours for non-shift employees. Any time worked exceeding the maximum accumulated compensatory time limit will automatically be converted into overtime paid at one and one-half times the regular hourly wage.

(MOU 1-17-95)

**3.11.5** The use of accrued compensatory time off shall be granted and approved by a Chief Officer within a "reasonable period" as long as it does not create an undue hardship for the department. The parties agree that a "reasonable period" of time under FLSA shall be fourteen (14) days from the time of the request.

(MOU 1-5-99)

**3.11.6** Unless waived by the parties, shift employees' work schedules shall not be changed during the work set in progress when the purpose of such change is to avoid overtime.

(MOU 1-5-99)

### **3.12 Emergency Work Response**

**3.12.1** All sworn fire personnel are responsible for providing current contact information including that of their designated emergency contact person and for responding to work upon call at all times outside the regular work week for response in time of national emergency, civil disorder, or a disaster, and to be compensated for the extra work. Any changes to contact information including address or phone number shall be provided to Administration within 48 hours.

(MOU 06-04-19)

### **3.13 Emergency Call Back Pay**

**3.13.1** When an employee is recalled and responds to an emergency in progress (vacation not included) or to cover a station that is uncovered due to an emergency in progress or to cover an employee who must immediately leave due to an illness or to investigate fire or other incident, the employee will receive a minimum of two hours of time worked and pay shall start from the time the call is received. Non-emergency call back pay shall start at the time the employee arrives at the station or office.

(MOU 06-04-19)

**3.13.2** For purposes of emergency call-back coverage, the Fire Chief will work in cooperation with a designated committee of Local 2020 members, and will meet for the purpose of establishing a primary means of calling back personnel for emergency station coverage and other emergency call back issues.

(MOU 1-5-99)

**3.14 Break Periods**

**3.14.1** There shall be two fifteen (15) minute rest periods per work day. The fifteen (15) minute period shall begin when work stops at the work site and work shall begin fifteen (15) minutes later at the work site.

(MOU 1-17-95)

**3.15 Work Day**

**3.15.1** The normal work day shall be from 0800 to 1700 hours, Monday to Saturday for shift employees and Monday to Friday for non-shift employees, with a lunch period from 1200 to 1300 hours, barring any emergencies or reasonable special assignments as determined by the Fire Chief, which includes public programs or in-service training. Saturday and Sunday excluded for non-shift employees.

**3.15.2** Shift Employees Only: The following activities will be accomplished from 0800 to 1000 hours each day:

- Morning check
- Pass on
- Physical fitness

Physical fitness shall be allowed for one (1) hour from 0830 to 1000 hours each day for personnel who participate in the Department Wellness and Fitness Program. This time period may be superseded by mandatory or special types of training or other important circumstances that require immediate attention. Personnel who participate in the Department Wellness and Fitness Program shall be in appropriate uniform and be fully prepared to train or conduct other assigned duties no later than 1000 hours. If the normal physical fitness time is superseded by operational demands, employees will be allowed the remainder of their physical fitness time prior to 1700 whenever possible or later during their 24-hour shift.

(MOU 06-04-19)

**3.15.3** Shift Employees Only: If at all possible, training shall be conducted from 1000 to 1700 hours, minus the lunch period and barring any emergencies. For scheduled training nights, from 1800 to 2200 hours. If at all possible, special training sessions or classes, which must start before 1000 hours or after 1700 hours, will be scheduled in advance and the department will notify affected employees at least one (1) shift before the training is to commence.

(MOU 06-04-19)

**3.15.4** Shift Employees Only: All reasonable efforts will be made to conduct tours or programs from 1000 to 1700 hours, minus the lunch period and barring any emergencies. Without prior notification to the employees, no tours, ride-alongs or programs will be scheduled before 0700 hours or after 2000 hours. All tours and programs will conclude no later than 2000 hours.

(MOU 06-04-19)

**3.15.5** Non-Shift Employees Only: Physical fitness may be allowed for up to three (3) hours per week upon approval of Fire Management for personnel who participate in the Department Wellness and Fitness Program.

(MOU 2-19-05)

**3.15.6** Shift Employees Assigned to Airport Duties Only: The normal work day is hereby modified to include specialized Airport inspections and reporting. This includes visual inspection, corrective action and record keeping related to runways, taxiways, lighting and the Airport Operational Area (AOA) perimeter. Specialized Airport inspections are conducted daily; including Sundays and holidays. Inspections are to be conducted prior the first commercial flight and at dusk.

(MOU 02-15-11)

### **3.16** Sunday and Holiday

**3.16.1** To ensure operational readiness, apparatus shall be properly checked and stations cleaned as required by department policy. The City and Local 2020 agree that pre-scheduled public programs may be held on Sundays.

**3.16.2** For purposes of this Section and Section 3-15, holidays shall be New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. For purposes of this section, the holiday will be the actual calendar day that the holiday falls on and not the day Fire Administrative Offices are closed.

**3.16.3** The Sunday routine may include station or crew projects, meetings or individual career development as determined by the Station Captain.

(MOU 2-05-08)

### **3.17** Court Appearances

**3.17.1** Whenever an employee has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of his/her employment with the Fire Department and is required to respond to such a subpoena on a scheduled day off, said employee shall be granted a minimum of two (2) hours pay at time and one-half.

(AMENDED MOU 2-22-03)

**3.18 Shift Exchanges**

**3.18.1** An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and department policy, provided that the replacement is a qualified employee. To assure that replacements are qualified employees, it is required that all shift exchanges follow procedures set forth in the Department's Staffing and Time-Off Guidelines. The City is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-four (24) day cycle.

(MOU 06-04-19)

**3.18.2** An employee who owes exchange time to another employee shall work for the other employee, and will not be allowed to pay it back in vacation time or other paid leave time.

(MOU 1-17-95)

**3.19 Mandatory Time Off (MTO) Program**

**3.19.1** Should the City Council declare a period as a time of economic hardship and the City institutes a City-wide Mandatory Time Off (MTO) program, all non-shift personnel will comply with the provisions of said program.

(MOU 2-22-03)

**3.19.2** Employees may continue to participate in the Voluntary Time Off (VTO) Program, as outlined in the current CAM 1993-01 if they so choose.

**3.20 Change in Shift Assignments**

**3.20.1** When the department moves a shift employee to a different shift, it will be done on the first day of a new twenty-four (24) day cycle whenever possible. If this is not possible, the City will meet with the employee to determine such schedules. Shift employees shall be paid overtime (i.e. time and one half) for all hours worked over 182 hours in the twenty-four (24) day cycle. In the event the shift employee is not scheduled to work at least eight shifts in a twenty four (24) day cycle, additional hours/shift(s) will be scheduled to ensure the employee meets the 192 hours within the twenty four (24) day work cycle. Reasonable efforts shall be made to schedule said additional hours by both the City and the employee.

(MOU 1-21-97)

**3.21 Conversion of Personnel to 40-Hour Work Week**

**3.21.1** The City and Santa Maria City Fire Fighters' Union Local 2020 met and conferred in good faith on the topic of conversion of personnel to 40-hour work week and vice-versa to a 56-hour work week. It was mutually agreed upon that said conversions shall take place at the beginning of a payroll period and that compensation shall be on a "blended rate" method as prescribed by the Federal Labor Standards Act (FLSA).

(MOU 03-03-15)

**3.21.2** The following methodology will be used for conversion purposes in all instances when a 56-hour (shift) employee is required to convert to a 40-hour work week and when a 40-hour (non-shift) employee is required to convert to a 56-hour work week.

**3.21.2.1** When the Fire Chief has determined that he/she has "modified duty" work available, the employee shall report for his/her "modified duty" assignment on the Monday following the completion of a (4 shift) work cycle when the expected length of disability extends beyond one 40-hour work week (Monday - Friday).

**3.21.2.1.1** The conversion to a 40-hour work week shall take place when the employee has been off-duty for four (4) consecutive work shifts or when the expected return-to-duty prognosis (as estimated by the treating physician) encompasses four (4) consecutive work shifts. For purposes of benefit conversion, such conversion will be done concurrently with the beginning of a payroll period.

**3.21.2.1.2** For the purposes of work rules and general operating practices, when a shift employee is converted to a 40-hour work week, he/she shall be subject to the work rules in place for a 40-hour work week employee of the department, and his/her leave balances and benefit accrual rates shall be adjusted accordingly, based on a conversion factor of 0.7143.

**3.21.2.1.3** Conversely, when a 40-hour (non-shift) employee is converted to a 56-hour work week, his/her leave balances and benefit accrual rates shall also be adjusted based on a conversion factor of 1.4. Such instances of conversion would only take place in instances when the expectation is that the 40-hour (non-shift) employee would be needed in a 56-hour work week capacity for at least one pay period. For purposes of benefit conversion, such conversions will be done concurrently with the beginning of a payroll period.

**3.21.3** When a 56-hour shift employee is converted to a 40-hour work week due to a work-related injury, a reduction in hours below the 40-hour work week shall be coded as sick industrial. Employees are to use the appropriate paid leave benefits, i.e. sick, sick industrial, vacation, etc., for absences less than 40-hours in a 40-hour work week.

**3.21.4** A 40-hour work week schedule shall be Monday through Friday, 0800 to 1700 hours with any other modifications approved by the Fire Chief and pursuant to the current MOU. Upon reassignment from a 40-hour work week to a 56-hour work week, the employee's leave balances and benefit accrual rates shall be readjusted back to that of a 56-hour shift employee and vice-versa.

**3.21.5** For purposes of pending retirements, all leave balances will be converted back to the employee's original benefit complement prior to his/her separation from City service.

(MOU 2-22-03)

**3.21.6** For purposes of this section, shift employees who participate in the Department Wellness and Fitness Program may, where practical, with the consent of the treating medical provider and City's Risk Management Division, participate in physical fitness activity time for one (1) hour each day between 0800 and 1700.

**3.21.7** In order to provide the most conducive learning environment for new personnel beginning their probationary year Local 2020 and the City agree to implement the following changes to the 40 hour work week schedule related to work performed by members as instructors at the Recruit Academy. This agreement applies only to all members who are instructors at the Recruit Academy.

(MOU 06-04-19)

**3.21.7.1** Individuals assigned to work in the Recruit Academy will be converted to a 40-hour work week and will work Monday through Friday from 0800 until 1700 hours during the term of the assignment. During this time, assigned individuals will be allowed to work overtime (nights and weekends), and will be compensated as follows: When these employees work suppression (on overtime) while in the Academy they shall receive overtime. The hours worked in the Academy (at the 40 hour rate) will be added to the suppression hours (at the 56 hour rate). The overtime (i.e., the extra half (.5) time will be calculated at the employee's regular rate of pay based on the weighted average (aka "blended rate") for work performed in both assignments during the particular work week. Fire holiday cash out will not be affected. Attached hereto as Appendix "A" are sample scenarios designed to demonstrate the intended application of this agreement to the effected employees.

(MOU 06-04-19)

**3.21.7.2** In the event either party discovers a material mistake as to fact in the calculation formula applied, said party may request a meet and confer with the other to seek to remedy the error. The parties shall meet as soon as practicable and in good faith once such a request is made by a party.

(Side Letter 03-09-18)

**3.21.7.3** It is understood there is no guarantee that physical fitness time will be available during this time period. There may be times when the afore-stated employee(s) will be able to participate in physical fitness with the new recruits, but this will be dependent on scheduled activities.

(Side Letter 03-09-18)

**3.21.7.4** Shift exchanges will not be available during this time period.

(Side Letter 03-09-18)



**CHAPTER 4. RETIREMENT****4.1 CalPERS**

**4.1.1** Safety retirement benefits shall be provided to the following full-time classifications:

- ARFF Specialist I
- ARFF Specialist II
- Fire Captain
- Fire Engineer
- Fire Fighter
- Fire Fighter in Training
- Fire Prevention Officer I
- Fire Prevention Officer II

**4.1.2** The City has amended its California Public Employees' Retirement System (CalPERS) contract to provide the CalPERS Section 21024 Military Service Credit as Public Service benefit.

**4.1.3** The City shall provide unit members with the fourth level 1959 survivor benefit and the CalPERS credit for unused sick leave benefit (see Section 9.1).

**4.1.4** For those unit members in the employ of the City prior to July 1, 2011, the City shall provide the 3% at 50 CalPERS retirement formula based on the single highest year (one year final compensation) retirement formula. The City shall also provide the Employer Paid Members Contribution (EPMC) benefit by Resolution to those unit members in the employ of the City prior to July 1, 2011, with the benefit resulting in the City reporting to CalPERS the nine percent (9%) EPMC as special compensation.

(MOU 12-06-11)

**4.1.4.1** Effective January 24, 2015, pursuant to Government Code §20516(f), Tier 1 Unit Members shall contribute two percent (2%) of compensation towards the employer's mandated CalPERS contribution, which shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred.

(Side Letter 07-02-15)

**4.1.4.2** Effective upon ratification pursuant to Government Code §20516(f), Tier I Unit Members shall contribute an additional five percent (5%) for a total of seven percent (7%) towards cost-sharing of the employer's mandated CalPERS contribution. That is, Tier I members shall contribute 7% towards the employer mandated contribution and the City shall contribute 9% towards the Employer Paid Member Contribution (EPMC). The members' contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred.

In the event any or all contributions made by the City to the Employer Paid Member Contribution (EPMC) are reduced or eliminated, the agreement under 20516(f) for contributions to the employer rate shall simultaneously be reduced by a commensurate percentage or terminate.

(MOU 06-04-19)

**4.1.4.3** Effective January 18, 2020, pursuant to Government Code §20516(f), Tier I Unit Members shall contribute an additional four percent (4.0%) for a total of eleven percent (11.0%) towards cost-sharing of the employer's mandated CalPERS contribution. That is, Tier I members shall contribute 11% towards the employer mandated contribution and the City shall contribute 9% towards the Employer Paid Member Contribution (EPMC). The members' contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred

In the event any or all contributions made by the City to the Employer Paid Member Contribution (EPMC) are reduced or eliminated, the agreement under 20516() for contributions to the employer rate shall simultaneously be reduced by a commensurate percentage or terminate.

(MOU 06-04-19)

**4.1.5** The City shall provide the 3% at 55 CalPERS retirement benefit for those classic unit members hired on or after July 1, 2011, based on 36 consecutive months of employment (three-year average highest compensation) retirement formula, with the employees required to pay nine percent (9%) of CalPERS retirement-related costs. The nine percent (9%) costs paid by the employee shall be done in the following method pursuant to Government Code § 20516, and in particular, subsection (f) which allows for cost sharing contracts that are inconsistent with Section 20516(a) (requiring that the cost sharing be uniform with respect to all members in the Fire Fighter classifications). Therefore, as to classic safety unit members hired on and after July 1, 2011 only, such new hires shall contribute six percent (6%) of compensation toward the employer's mandated CalPERS contribution made on behalf of its safety employees. Additionally, said new hires shall also contribute three percent (3%) of their compensation to CalPERS, as and for the employee designated member contribution to the retirement system. From July 1, 2011 through March 7, 2015, the City shall not report the value of the six percent (6%) EPMC as special compensation for those members hired after July 1, 2011. Effective March 7, 2015, the City shall begin reporting the value of the six percent (6%) EPMC as special compensation for those classic members hired after July 1, 2011.

(Side Letter 07-02-15)

**4.1.5.1** Effective upon ratification, pursuant to Government Code §20516(f), Tier II Unit Members shall contribute an additional three percent (3%) towards cost-sharing of the employer's mandated CalPERS contribution for a total of twelve percent (12%). That is, members shall pay 9% towards the employer contribution and 3% on the Employee's contribution for a total of 12%.

In the event any or all contributions made by the City to the Employer Paid Member Contribution (EPMC) are reduced or eliminated, the agreement under 20516() for contributions to the employer rate shall simultaneously be reduced by a commensurate percentage or terminate.

(MOU 06-04-19)

**4.1.6** In addition, said six percent (6%) contribution paid by the member toward the employer's mandated CalPERS contribution shall be in accordance with Section 414(h)(2) of the Internal Revenue Code whereby the employee contributions shall be tax deferred.

(MOU 02-15-11)

**4.1.7** As defined under the Public Employee Pension Reform Act (PEPRA), public safety "non-classic" employees (aka new members) hired on or after January 1, 2013 shall be covered under the CalPERS 2.7% at 57 retirement benefit, based on 36 consecutive months of employment (three-year average highest compensation), and the employees shall pay fifty percent (50%) of the total "normal" cost of the benefit (as determined by CalPERS annually), through a payroll deduction. Eligibility for other benefits provided to classic employees under this MOU through CalPERS (as stated above) shall be determined by the provisions of PEPRA for "non-classic employees" aka new members.

**4.1.8** (Side Letter 07-02-15)City agrees to amend the contract with CalPERS to allow for the Post Retirement Survivor Allowance. As a result of implementing this retirement benefit, both parties agree to a corresponding reduction of \$39.14 a month to the City's post-employment health plan benefit contribution that the employee receives, which is in recognition of paying for the cost of this benefit enhancement.

(MOU 2-05-08)

## **4.2** Deferred Income

**4.2.1** The City will provide a deferred compensation plan to employees.

(MOU 2-19-05)

**CHAPTER 5. INSURANCE**

**5.1 General Eligibility**

(See Municipal Code Section 2-10.01 through 2-10.07)

**5.1.1** A new employee shall be eligible for life insurance, disability, and sick leave with his/her first day of employment.

(MOU 1-1-76)

**5.2 Disability Insurance**

**5.2.1** A disability insurance program shall continue to be provided through Local 2020, with employees continuing to pay the entire premium themselves.

(MOU 2-22-03)

**5.3 Health Insurance**

**5.3.1** A new full-time employee shall be eligible to enroll for health insurance upon his/her first day of employment. The effective date of coverage may vary for new employees based upon required earnings/premium deductions in the month prior to the benefit commencing.

(MOU 2-19-05)

**5.3.2** The City will contribute the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMAHCA) per month per employee to be used solely toward City-sponsored health benefits. For 2019, the MEC is \$136.00 per month.

(MOU 06-04-19)

**5.3.3** Effective after ratification by the City Council, the pro-rated monthly optional medical insurance contribution, regardless of the health plan chosen, shall be:

Employee Only	<u>\$585.00</u>
Employee & Family	<u>\$765.00</u>

(MOU 06-04-19)

**5.3.3.1** Effective December 21, 2019, the pro-rated monthly optional medical insurance contribution, regardless of the health plan chosen, shall be:

<u>Employee Only</u>	<u>\$585.00</u>
<u>Employee &amp; Family</u>	<u>\$1,150.00</u>

(MOU 06-04-19)

**5.3.3.2** Effective December 19, 2020, the pro-rated monthly optional medical insurance contribution, regardless of the health plan chosen, shall be:

<u>Employee Only</u>	<u>\$585.00</u>
<u>Employee &amp; Family</u>	<u>\$1,535.00</u>

(MOU 06-04-19)

**5.3.4** The City shall provide a pro-rated cash-in-lieu option to those employees hired before January 20, 2019 who do not elect to participate in the PEMHCA medical insurance plan provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status, is eligible to participate in the PEMHCA medical insurance plan and elects the pro-rated cash-in-lieu option, the employee will receive the \$460.00 amount on a monthly basis. Employees hired on or after January 20, 2019 will not be eligible for the cash-in-lieu option.

(MOU 06-04-19)

**5.3.4.1** To establish eligibility for the cash-in-lieu option, employees who do not elect to use the City-sponsored medical benefits shall provide evidence of major medical insurance coverage and sign a City provided form certifying that they have other continuing major medical insurance coverage in compliance with Federal and State law and regulations. Once eligibility has been established, to maintain continued eligibility to receive the cash-in-lieu option employees shall provide said documents prior to January 31st on an annual basis, or as requested by the City. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The cash-in-lieu option shall no longer be payable, if the employee and family members cease to be enrolled in other minimum essential coverage.

(MOU 06-04-19)

## **5.4 Life Insurance**

**5.4.1** The City will pay life insurance premium benefits for all employees of \$3.64 bi-weekly for single employees to a maximum of \$20,000 coverage and \$0.38 cents bi-weekly for dependents. Any increase in premiums will be shared 75% by the City and 25% by the employee.

(MOU 1-5-99)

## **5.5 Dental Insurance**

**5.5.1** The City shall provide a dental insurance program and cover the cost of premiums for all employees and family.

(MOU 2-22-03)

## **5.6 Optical Insurance**

**5.6.1** The City will make available an optical plan for the employees to participate in. Cost of the plan shall be covered by the employee.

(MOU 1-21-97)

## **5.7 Post Employment Health Plan**

**5.7.1** The City has agreed to contribute seventeen dollars and eighty-four cents (\$17.84) per pay period toward a post employment health plan for employees.

(MOU 5-1-11)

**CHAPTER 6. UNIFORMS AND EQUIPMENT**

**6.1 Uniform Allowance**

**6.1.1** The City agrees to provide the following:

	<b>New employees in the Fire Fighter Unit upon hire</b>	<b>After successfully passing (new hire) probation (and not a promotional probation)</b>	<b>After successfully passing (new hire) probation (and not a promotional probation)</b>
<b>Benefit</b>	One time \$1,000 check issued	One time \$750 check issued	Pro-rated uniform allowance of twenty eight dollars and eighty four cents (\$28.84) per pay period
<b>To Be Used For</b>	Initial uniform purchase	Costs associated with the purchase of uniforms including the Class A uniform required at the end of new hire probation	This allowance is for complete uniform maintenance and normal replacement

(MOU 01-21-14)

**6.1.2** An exception to the above may be made when a new employee promotes into an eligible classification prior to the end of his/her initial (new hire) probationary period. In this exception, an employee may be reimbursed \$750 for the purchase of uniforms at the successful completion of a minimum of 26 pay periods from the date of hire and upon having successfully passed probation.

(MOU 01-21-14)

**6.2 Uniforms Damaged**

**6.2.1** Employees of the Fire Department are required to engage in hazardous activities in the course of their employment possibly damaging or destroying personal property. The employee’s supervisor will complete a report and submit it through the chain of command, explaining the details of why the uniform was damaged during an emergency incident and why it was unavoidable. If a uniform is damaged or destroyed during an emergency incident, and if the integrity of the garment has been compromised and cannot be repaired or cleaned (as determined by management), the uniform will be replaced by the City. If the damage was caused by a careless act or a non-hazardous activity at the fault of the employee, the uniform replacement cost will be the responsibility of said employee.

(MOU 02-19-13)

**6.2.2** Employees should refrain from wearing, during the normal course of their duties, valuable and expensive personal property as replacement cost may not fully compensate for the loss of the item in question. The maximum replacement cost for prescription glasses shall be two hundred dollars (\$200) and seventy-five dollars (\$75) for all other personal property.

(MOU 2-05-08)

### **6.3 Auxiliary Gear**

**6.3.1** Auxiliary gear will be provided to employees pursuant to departmental policy. Should the department desire to modify or amend the existing policy, the City agrees to meet and confer with representatives of Local 2020.

(MOU 2-19-05)

### **6.4 Other Equipment**

**6.4.1** The City will provide and replace as required, and maintain the following:

**6.4.1.1** Necessary cooking, food refrigeration, and housekeeping equipment, including cooking and eating utensils;

**6.4.1.2** Necessary community linen supplies, including laundry;

**6.4.1.3** Bed linens and blankets.

(MOU 1-1-91)

**6.4.1.4** The City shall continue to provide basic over-the-counter medication consistent with practice and shall not be held liable for any adverse reactions to the medications by the employees as a result of using such over-the-counter medication. Employees are advised to consult with his/her physician before taking any medication.

(MOU 03-03-15)

**CHAPTER 7. SPECIAL PROVISIONS****7.1 Rules and Regulations**

**7.1.1** Reasonable rules and regulations specific to wages, hours and working conditions shall be established by the Fire Chief working in cooperation with the Local 2020 Executive Board (E-Board). The purpose of the collaborative effort shall be to clarify and establish consistent practices.

(MOU 06-04-19)

**7.1.2** The Fire Chief and the Local 2020 E-Board shall meet regularly and expeditiously to complete their work within a reasonable time.

(MOU 02-15-11)

**7.1.3** Time spent by Local 2020 members attending meetings with City and/or Fire Management on their regularly scheduled work shifts shall be recognized as hours worked.

(MOU 02-15-11)

**7.1.4** In the event of differing opinions, the Fire Chief shall exercise management prerogative in determining final policies, provided that the Fire Chief and Local 2020 shall fulfill the obligation to meet and confer as required.

(MOU 1-17-95)

**7.2 Department Guidelines**

**7.2.1** The Fire Chief may include Local 2020 to develop and utilize the Department Guidelines, as it pertains to emergency and non-emergency operations. The Fire Chief, at his/her discretion, may include designated committees of Local 2020 to participate in additions, deletions or modifications to those items in the manual pertaining to emergency operations.

(MOU 06-04-19)

**7.2.2** Generally, standard operating guidelines (SOGs) contained within the manual shall serve as guidelines by which employees shall perform their duties.

(MOU 06-04-19)

**7.4 Residency Requirement**

**7.4.1** The City agrees to eliminate the residency requirement of having all Fire Fighters live within a 30 minute response time of any fire station.

(MOU 1-1-91)

**7.5 Changing Employee Representation Groups**

**7.5.1** Any time an employee changes from one employee group to another, that employee will be covered by the provisions of the MOU regarding the new employee group if applicable and the employee gives up any claim to the MOU provision of the employee's old group.

(MOU 2-05-08)



**7.6 Probation****7.6.1 New Probation**

**7.6.1.1** A new or re-employed employee in a full-time position shall be placed on probation for twenty-six (26) consecutive pay periods from the date of appointment. Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by at least that number of days the employee is on unpaid leave.

(MOU 06-04-19)

**7.6.2 Promotional Probation**

**7.6.2.1** A full-time employee shall be placed on promotional probation for twenty-six (26) consecutive pay periods from the date of promotion. Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by at least that number of days the employee is on unpaid leave.

(MOU 06-04-19)

**7.7 Move Up**

(See CAM 77-3.1)

**7.7.1** A five percent (5%) differential in salary shall be allowed for those personnel who may be required to perform a full range of duties above their classification for forty-eight (48) consecutive work hours. The employee working in a higher classification shall be compensated back to and including the first day he/she worked in the higher classification.

(MOU 1-1-87)

**7.7.2** At the end of an employee's assignment to the higher class, the employee shall have the right to return to his/her former class. A move up shall not exceed a period of four (4) months.

(MOU 1-1-91)

**7.8 Union Business**

**7.8.1** The City recognizes the importance of union business, and will allow employees who are members of the Executive Board or their designated representatives of the Local 2020 to conduct union business on paid City time for negotiations and grievance resolution. No union business, unless specifically authorized by the Fire Chief, shall be conducted during normal work hours, i.e. 0800 to 1700 hours, except employee lunch periods and breaks.

(MOU 06-04-19)

**7.8.2** Local 2020 shall notify the Fire Chief or his/her designee at least three (3) days in advance of any regular or special meeting, and at least one (1) day in advance of any emergency meeting, for any meeting conducted within City facilities. There shall be no more than one regular meeting per month. Notice of emergency meetings shall include the reasons why such meetings are emergency meetings. All meetings shall be conducted outside the normal "work day." The City will allow out-of-district meetings for on-duty personnel for up to three (3) hours, unless otherwise approved by a Chief Officer.

(MOU 02-24-01)

**7.9 Elimination of Fire Service**

**7.9.1** If the fire service function of the Santa Maria Fire Department is merged into another agency or if another agency assumes said function, then prior to such action, the City shall meet and confer with Local 2020 concerning the effects of such action.

(MOU 1-1-91)

**7.10 Access to Facilities**

**7.10.1** The City agrees that representatives of the Local 2020, regional representatives, or international representatives, with the prior authorization of the Fire Chief or his/her designee, shall have reasonable access to fire stations or the fire classroom after normal working hours to conduct union business providing such visits will not interfere with the conduct of normal City business and employees' work. Such request for use of facilities shall be made in writing at least three (3) days in advance of the proposed use.

(MOU 1-17-95)

**7.11 Bulletin Boards and Electronic Notices**

**7.11.1** Local 2020 shall be authorized to maintain bulletin boards at each fire station for the posting of Association related business. Bulletin boards shall be identified with the name of the Association and the Association may designate persons responsible for such boards. All notices shall be professional in nature and in good taste.

(MOU 06-04-19)

**7.12 Copy Machines**

**7.12.1** The City shall allow the Association's Executive Board or a designated representative to use the copy machine located in Fire Administration, provided that:

**7.12.1.1** To protect confidentiality of copied materials, Association members shall be authorized to operate the copy machine.

**7.12.1.2** Requests for copies shall be limited to running copies of official Association business notices and related material. No personal materials shall be copied.

**7.12.2** The Fire Administration photocopy machine may be used, with prior notice to Fire Administration, for the copying of small quantities provided that the Association supplies its own paper and pays three cents (\$.03) per copied page. The copy machine shall be made available for use during regular business hours only.

(MOU 02-24-01)

**7.13 Communications and Computer Systems**

**7.13.1** The Association shall be permitted the use of the Fire Department telephone to transmit to members of the Association items of importance concerning the Association after normal working hours. No long distance calls will be made unless the Association is using its own calling card. The City agrees to allow the Association access to any Fire Department computer system, so long as its use does not interfere with normal work activities of Fire Department personnel. The Association and its members may use the Fire Department's computer system only for purposes of communicating factual information to its members, and may not be used to communicate derogatory information regarding the City and/or its employees. The Association shall be allowed the use of the interoffice mail and voice mail system for brief informational notices after normal working hours. However, unit members shall be permitted to use communication and computer systems for time sensitive issues that require immediate attention.

(MOU 03-03-15)

**7.14 Printing of Contract**

**7.14.1** The City agrees to provide Local 2020 with an e-file copy of this MOU.

(MOU 06-04-19)

**7.15 Americans with Disabilities Act**

**7.15.1** The City and Local 2020 acknowledge the passage of the Americans with Disabilities Act (ADA). It is agreed that the City shall take all necessary actions to comply with the provisions of this act. If necessary, sections of this MOU and/or the City personnel rules may be suspended in order to achieve compliance.

**7.15.2** The City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Local 2020 will be notified of proposed accommodations prior to implementation by the City. Prior to disregarding any provision of the MOU in order to undertake required accommodations for an individual protected by the ADA, the City will provide Local 2020 with written notice of its intent to disregard the provision, and will allow Local 2020 the opportunity to meet and consult regarding alternatives to disregarding any provision of the agreement.

(MOU 1-17-95)

**7.16 Condition of Employment**

**7.16.1** Employees hired after January 1, 1997 shall be non-tobacco users. All job bulletins shall specify that only non-tobacco users need apply. New employees hired under this non-tobacco provision shall be required to sign a statement affirming that, as a condition of continued employment, he/she shall refrain from using tobacco products. An employee may be disciplined and/or dismissed for good cause if he/she begins using tobacco products.

(MOU 1-21-97)

**7.17 Occupational Wellness Program**

**7.17.1** Reasonable rules and regulations shall be established by the Fire Chief working in cooperation with a designated committee made up of three representatives of Local 2020, two Fire Management representatives, and a Risk Management representative. The purpose of this committee is to establish and implement a mandatory wellness and physical fitness program.

(MOU 06-04-19)

**7.17.1.1** The committee shall meet on a regular interval in order to establish guidelines and to define the parameters and desired results for the program. The committee shall also be tasked with monitoring the operations of the program and act as primary liaison to the Fire Chief pertaining to program issues.

**7.17.1.2** The basic components to this program will be determined by the committee.

(MOU 2-05-08)

**7.18 Paramedic Program**

**7.18.1** Should the City decide to establish a paramedic program, the City and Local 2020 agree to meet and confer regarding negotiable impacts of the program.

(MOU 2-22-03)

**7.19 Examination Process**

**7.19.1** The City agrees to meet with Local 2020 to discuss the promotional examination process.

(MOU 2-22-03)

**7.20 Meal Contribution**

**7.20.1** Employees are required by the City as a condition of employment to contribute financially to meals in the Fire Station at a charge equal to the value of the meal irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

(MOU 03-03-15)

**CHAPTER 8. PAY PRACTICES**

(See Municipal Code Section 2-20.06 and CAM 72-3 and CAM 72-6)

**8.1 Payroll Step Plan**

8.1.1 There shall be a minimum of one (1) year between each step in the pay plan.

(MOU 1-1-76)

**8.2 Payroll and Pay Period**

8.2.1 Payrolls shall be included in a register of audited demands and be presented to the Council at their next meeting for ratification and approval. There shall be attached thereto an affidavit certifying as to their accuracy and availability of funds for payment thereof, signed by the Director of Finance or his/her designee, who shall have executed an official bond to the City in an amount equal to that of the Director of Finance covering the faithful performance by such officer of the duties of his/her office.

(MOU 06-04-19)

8.2.2 The City will implement its current bi-weekly payroll system for pay and the deposit every other Friday and provides for the employees' checks to be automatically deposited in local banks, savings and loan, or credit unions, as chosen by the employee. Employees' checks will be deposited with the appropriate bank, etc. by noon of the pay day.

(MOU 1-1-79)

**8.3 "Y" Rate**

(See Municipal Code Section 2-38.a)

8.3.1 Performance-related "Y" rating shall be when an employee who is not performing up to the established standards set for his/her job may be "Y" rated, so that he/she would not receive their next salary range step increase. If and when his/her performance comes up to the standard level, he/she would then have the "Y" rating removed.

(MOU 2-19-05)

(Resolution 3112, 1-1-71)

**CHAPTER 9.      LEAVE PROVISIONS****9.1      Sick Leave**

(See Municipal Code Section 2-20.21)

**9.1.1      Accumulation of Sick Leave**

**9.1.1.1**      Shift employees accumulate sick leave at the rate of 12.9 hours per month with no maximum accumulation.

(MOU 1-1-76)

**9.1.1.2**      Non-shift employees accumulate sick leave at the rate of eighty-eight (88) hours annually with no maximum accumulation.

(AMENDED MOU 2-22-03)

**9.1.1.3**      Full-time employees are eligible to use sick leave as it is accumulated and may be required to submit satisfactory proof of the necessity for sick leave.

(MOU 01-21-14)

**9.1.2      Permitted Uses of Sick Leave**

**9.1.2.1**      Sick Leave may be applied to:

**9.1.2.1.1**      An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.

**9.1.2.1.2**      Medical, dental, or optical examination or treatment.

**9.1.2.1.3**      Absence due to exposure to a contagious disease off duty when quarantine is imposed by health authorities or when it is determined by a physician designated by the City that the presence of the employee on duty would endanger the health of others.

(MOU 1-1-91)

**9.1.2.1.4**      Up to 77.4 hours per payroll calendar year per shift employee may be used for "Family Illness" leave charged to sick leave. Up to forty-four (44) hours per payroll calendar year per non-shift employee may be used for "Family Illness" leave charged to sick leave. "Family Illness" in this regard shall be defined consistent with State and Federal law. Family Illness may also be used by an employee when s/he is responsible (primary care giver) for the care of said family member and said member is seeking medical, dental or optical treatment. A shift employee may carry over from one payroll calendar year to the next up to a maximum of 18.6 hours of unused family illness leave. At no time shall a shift employee have available more than 96 hours of family illness leave per calendar year.

(MOU 06-04-19)

**9.1.2.1.5** Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:

**9.1.2.1.5.1** The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.

**9.1.2.1.5.2** The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation leave, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.

**9.1.2.1.5.3** Upon the employee's return to work, the employee may be required to furnish the department with a certificate signed by a licensed physician or registered nurse stating the period of disablement.

(MOU 2-22-03)

### **9.1.3** Prohibited Uses of Sick Leave

**9.1.3.1** Sick leave shall not be applied to absence caused by illness or injury to a member of the employee's family except as provided in Section 9.1.2.1.4, above.

(MOU 1-1-91)

**9.1.3.2** Sick leave is a benefit to be used for verifiable personal illnesses or as provided in Section 9.1.2. above. Employees shall not engage in nor condone misuses of this benefit.

(MOU 1-17-95)

### **9.1.4** General Provisions

**9.1.4.1** In any use of sick leave, an employee's account shall be charged to the nearest half hour.

(MOU 1-17-95)

**9.1.4.2** An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other City approved evidence of illness, injury, or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

(MOU 1-1-91)

**9.1.4.3** The City's sick leave incentive program will compensate employees at the rate of 50% for all accrued sick leave beyond 384 hours to a maximum of 1,600 hours when the employee leaves City service upon regular retirement, disability retirement, or death. For example, should an employee have 1,800 hours of sick leave accrual, the maximum amount eligible to be cashed out would be 608 hours (1,600 minus 384 = 1,216 @ 50%).

(MOU 2-15-11)

**9.1.4.3.1** Unused sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, would be converted to additional service credit at the rate of 0.004 years of service credit for each full day, i.e. 250 days of sick leave for one additional year of service credit. Sick leave hours will be converted to days in the following manner: the unused hours of sick leave for which there is no compensation or remuneration will be divided by eight (8). Any fraction of a day will not be counted toward service credit. There is no limit on the amount of accumulated sick leave that can be converted to service credit. PERS rules mandate that this benefit shall apply to members whose effective date of retirement is within four months of separation from employment and who retire after the effective date of this benefit in the agency's contract. The effective date of this benefit will depend upon PERS requirements and time needed for completion.

(MOU 1-21-97)

**9.1.4.3.2** The City shall retire an employee prior to the exhaustion of sick leave in conjunction with an industrial or non-industrial injury upon a determination that the employee's condition is permanent and stationary for disability retirement purposes. The employee's unused sick leave shall be compensated pursuant to the terms of the City's sick leave incentive program as described above. These provisions are intended to contravene Government Code Section 21025.2 insofar as it provides that an employee's disability retirement will not commence until all sick leave benefits are exhausted.

(MOU 02-05-08)

## **9.2 Bereavement Leave**

**9.2.1** Up to four (4) shifts per calendar year per employee may be used for family bereavement leave charged to sick leave for anyone related to the employee by blood or marriage within the third degree of consanguinity. For family members within the first degree of consanguinity, bereavement leave may be used per occurrence.

(MOU 06-04-19)



**9.3 Unauthorized Absence – Automatic Termination**

(See CAM 77-9)

**9.3.1** Any employee absent from his/her position for more than three working days, without notification or prior permission of his/her department head, may be considered to have automatically terminated his/her employment with the City; and therefore does not have rights of appeal. However, prior to separation from employment, the City shall serve a Notice of Intent upon the employee, by personal delivery or by depositing said notice in the U.S. Mail. The employee has five (5) calendar days from personal service, or eight (8) calendar days from the date of mailing, to request an informal hearing before the City Manager or his/her designee. The employee may respond verbally or in writing, prior to the automatic termination provision being invoked. At this meeting, the employee will be allowed to provide written and/or oral information concerning, but not limited to:

(MOU 03-03-15)

**9.3.1.1** Whether or not the employee obtained prior permission for their absence; or

(MOU 03-03-15)

**9.3.1.2** Any other circumstances that would excuse the failure of notification of the absence. The final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission. If the employee fails to provide a valid reason for the absence, the determination of the appointing authority shall be final.

(MOU 06-04-19)

**CHAPTER 10. VACATION**

**10.1 Accumulation of Vacation**

(See Municipal Code Section 2-20.19 and CAM 71-5)

**10.1.1** The following vacation schedule shall be instituted for shift employees (for example, from the commencement from employment through completion of three full years, 132 annual hours are earned. From the commencement of a seventh year and through completion of a seventh full year of service, the employee earns 156 hours of vacation):

Years	0-3	4-6	7	8	9	10-11	12	13	14	15	16
Hours Earned Year	132	144	156	168	180	192	204	216	228	240	252

(MOU 02-15-11)

**10.1.2** The following vacation schedule shall be instituted for non-shift employees:

Years	0-3	4-6	7	8	9	10-11	12	13	14	15	16
Hours Earned Year	80	96	104	112	120	128	136	144	152	160	168

(MOU 02-15-11)

**10.1.3** The maximum allowable vacation credit at any one time for a shift employee shall be 480 hours and 336 hours for a non-shift employee. When an employee reaches the maximum allowable vacation credit, no additional vacation credit will be accrued until the vacation balance is below the maximum.

(MOU 12-29-90)

**10.1.3.1** Notwithstanding the provisions above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation, will be paid the excess biweekly vacation accrual at their straight time rate of pay.

(MOU 03-03-15)

**10.2 General Provisions**

**10.2.1** Employees may use earned vacation time upon accrual, provided the vacation request is approved by the employee's Chief Officer and the employee has passed probation.

(MOU 12-29-90)

**10.2.2** In any use of vacation, an employee's account shall be charged to the nearest half-hour.

(MOU 1-17-95)

**10.2.3** Vacations may be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of conflict among requests, vacation assignments will be made on the basis of seniority. Seniority for vacation scheduling purposes shall be determined by continuous service in the department.

**10.2.4** Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in the Leave Provisions Chapter.

**10.2.5** No employee shall be required to return to work for the City in any capacity during the time of his/her paid vacation from the City service, except in cases of emergency.

**10.2.6** An employee separating from City service shall be paid for all accrued vacation in a lump sum payment.

(MOU 1-17-95)

**10.2.7** Shift employees performing at an overall rating level of at least acceptable or above are eligible to cash-out up to ninety-six (96) hours of vacation at straight time on one occasion, so long as they have (after said cash-out) a minimum vacation balance of at least ninety-six (96) hours on the books per calendar year. Non-shift employees performing at an overall rating level of at least acceptable or above are eligible to cash-out up to forty (40) hours of vacation at straight time on one occasion anytime during the calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books.

(MOU 06-04-19)

**CHAPTER 11. HOLIDAYS**

**11.1 Holidays Observed**

(See Municipal Code section 2-20.20 and CAM 78-2)

**11.1.1** Shift employees shall observe the following holidays:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

(MOU 1-1-91)

**11.1.2** Shift employees that work on a designated holiday and are held over from the previous shift work must work a minimum of one (1) hour on a holiday to earn Compensatory Time Straight.

(MOU 03-03-15)

**11.1.3** Non-shift employees shall observe the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Day

**11.1.3.1** Non-shift employees will be eligible to receive, on a pro-rated basis (rounded to the nearest half-hour), five additional days (forty [40] hours) of floating holiday time on the first payroll period in the calendar year to be scheduled off by formal request of each individual employee with the approval of the department head.

(MOU 12-06-11)

**11.1.3.2** Non-shift employees are eligible to cash out up to forty (40) hours of floating holiday time at straight time on one occasion anytime during year term of the MOU. If any floating holiday hours remain on the books at the end of the final payroll period of the calendar year, they will automatically be cashed out at straight time and included in the next payroll check.

(MOU 2-19-05)

**11.1.4** For employees separating service or starting during the calendar year, floating holidays will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the pro-rated amount for the payroll year, the excess used floating holiday time will be deducted from vacation leave hours, then if needed, from the employee's final pay check without the necessity of the City securing a judgment.

(MOU 03-03-15)

**11.1.5** For any shift employees having any floating holiday hours remain on the books at the end of the final payroll period of the calendar year, they will automatically be cashed out at straight time and included in the last payroll check of the calendar year.

(MOU 06-04-19)

### **11.1.6** General Provisions

**11.1.6.1** Unless otherwise indicated in this MOU, shift employees in Local 2020 shall be paid for six pro-rated work shifts effective the last pay period ending in November of each year in recognition of the current payroll calendar year's holidays. This shall constitute full payment for all holidays, with the exception of when a shift employee WORKS on a designated legal holiday, he/she shall be compensated with twelve (12) hours of compensatory time off for each holiday worked.

**11.1.6.1.1** If a shift employee exceeds the one hundred-twenty (120) maximum hours of accumulated compensatory time he/she shall automatically receive the holiday time in overtime pay at straight time.

(MOU 03-03-15)

## **11.2** Proclaimed Holidays

**11.2.1** For holidays proclaimed by the Mayor or Mayor pro tempore, (if the Mayor is unable to act by reason of absence or otherwise, or by the acting Mayor, if both the Mayor and Mayor pro tempore are unable to act by reason of absence or otherwise), fire fighters shall receive 1/2 day's extra pay and twelve hours of compensatory time if the holiday is actually worked.

(MOU 01-21-14)

## **11.3** Closing of City Offices

**11.3.1** All City offices and departments whose continuous functioning is not essential to the public welfare shall be closed to the public on every Saturday, every Sunday, and every holiday which is City designated. If, however, a department head determines that the functioning of said department is necessary on any such days in order to avoid unreasonable inconvenience to the public, said department head may, with the approval of the City Manager, direct that such department remain open with only such personnel present as he/she finds necessary.

(MOU 12-06-11)

**CHAPTER 12. LAYOFF PROCEDURE****12.1 General Purpose**

**12.1.1** To provide a means by which employees are to be demoted or laid off when a reduction in force occurs.

**12.2 Employee Evaluations**

**12.2.1** Where employee evaluation forms are used, the last regular annual evaluation form shall be used. Employees with a rating of "Unsatisfactory" shall be demoted or laid off first; those with a rating of "Below Average" second; those with a rating of "Satisfactory" third; those with a rating of "Above Average" fourth; and those in the "Outstanding" category last. If more than one employee is in a category, the one with the least seniority shall go first.

**12.3 Reduction in Force - Demotion**

**12.3.1** Except as otherwise provided, whenever there is a reduction in work force, the appointing authority shall first demote to a vacant position or to a part time position (vacant or filled), if any, in a lower class for which the employee is qualified, the employee with less than three years continuous service in that classification, and with the lowest performance rating. For those employees with more than three years of service in the affected classification, the employee with the least continuous City service in that classification shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligibility list.

**12.4 Reduction in Force - Layoff**

**12.4.1** Except as otherwise provided, whenever there is a reduction in work force, the appointing authority shall secondly lay off employees by class, by the affected department. Those employees with the lowest performance rating and less than three years continuous service in that classification shall be laid off first. For those employees with more than three years of service in the affected classification and department, the employee with the least continuous City service in the affected classification shall be laid off first.

**12.4.1.1** Whenever two or more employees with less than three years continuous service in the affected classification have the same performance category ratings, the first to be laid off will be the one with the least seniority. Whenever two or more employees with more than three years continuous service in the affected classification have the same seniority status, the employee with the lowest category performance rating shall be laid off first.

**12.4.1.2** Any employee so laid off will be given ten working days notice in writing by the appointing authority. All probationary and regular employees to be laid off shall have their names placed on the City re-employment eligibility list.

(MOU 2-05-08)

**12.4.1.2.1 NOTICE:** The appointing authority shall send written notice to the last known address of each employee affected by a layoff at least ten working days prior to the effective date of the action. The notice shall include the: (a) reason for the layoff; (b) classes to which the employee may demote within the department, if any; (c) effective date of the action; (d) appeal rights of the employee; and (e) conditions governing retention on and reinstatement from re-employment lists.

## **12.5 Determining Length of Seniority**

**12.5.1** In determining continuous City service seniority, all uninterrupted employment including periods of authorized leaves of absence, periods of employment prior to a previous layoff, in a full-time position as listed in Schedule II of the Schematic List of Classes and approved in the adopted fiscal budget, shall be counted as continuous City service seniority. Time served as a part time employee or employment under a federal program, shall not be credited toward seniority for this purpose. In determining classification seniority, all time that an employee has been employed in a particular classification and not within a classification series (e.g. Account Clerk II, Steno Clerk, Maintenance Worker III, etc.) shall be counted as classification seniority.

## **12.6 Order of Reduction in Force**

**12.6.1** In a reduction in force situation, the following layoff shall be followed:

**12.6.1.1** Probationary employees in reverse order of their classification job performance in the affected classifications.

**12.6.1.2** Should there be need for further reduction, regular employees in the affected classifications shall be involuntarily demoted: those with less than three years of service based upon their job performance; those with three years of regular employee service demoted in reverse order of their classification seniority.

(MOU 2-05-08)

## **12.7 Determining Order of Layoff and Demotion for Employees with Identical Seniority and/or Job Performance**

**12.7.1** Should two or more employees have identical classification seniority and/or job performance, the order of layoff and demotion shall be determined by random selection.

**12.7.2** If the seniority of two or more employees in the affected classification is equal, departmental seniority shall be determined.

**12.7.2.1** Bumping: An employee designated to be laid off may bump into the next lower classification within the same department, if the employee has previously held regular employee status in such classification with the City. An employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

(MOU 2-05-08)

**12.7.2.1.1** Employees who have not actually held status in a lower classification shall be allowed to demote to a vacant position or to a position held by a City probationary employee in such lower class, but may not bump regular City employees already in the lower classification.

(MOU 2-05-08)

**12.7.2.2** Transfer: All efforts will be made by the City to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

## **12.8 Reinstatement of Employee Demoted as a Result of a Reduction in Force**

**12.8.1** Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reinstatement list, in the order of their classification seniority (for those with three or more years in the classification). For those with less than three years of service, their reinstatement will be based upon the performance evaluations. Vacant positions within a classification shall first be offered to employees on this list.

## **12.9 Re-employment of Employees Laid Off as a Result of a Reduction in Force**

**12.9.1** Employees who are laid off and who held probationary or regular employee status at the time of layoff shall have their names placed on a re-employment list for classification in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority (for those with three or more years in the classification). For those with less than three years of service, their reinstatement will be based upon the performance evaluations. Vacant positions in such classifications will be offered to eligibles on the re-employment list who qualify for such vacancies prior to an open or promotional recruitment.

(MOU 2-05-08)

**12.9.2** Once a person on a re-employment list is reinstated to a regular position as a result of his/her re-employment rights, his/her name shall be removed from the re-employment list for the classification to which he/she was reinstated and from all re-employment lists for classifications at the same or lower salary range of the classification in which he/she was reinstated.

(MOU 1-17-95)

## **12.10 Duration of Reinstatement and Re-employment Lists**

**12.10.1** The eligibility of individuals on the reinstatement and re-employment lists shall extend for a period of one year from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten working days from the date the notice is mailed to them shall have their names removed from either the re-employment or reinstatement lists.



**12.10.2** An employee's name may be removed from the reinstatement/re-employment list if any of the following occur:

**12.10.2.1** The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or

**12.10.2.2** The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail or personal delivery when contacting individuals.

(MOU 1-17-95)

## **12.11 Restoration of Benefits Upon Re-employment Following a Reduction in Force**

**12.11.1** Upon re-employment following a reduction in force, an individual will have the following benefits restored:

**12.11.1.1** Prior sick leave accruals.

**12.11.1.2** Seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reduction in force.

**12.11.1.3** The salary step paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he was laid off, then salary placement will be made at a point either equivalent to his/her salary immediately prior to layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to layoff, then the employee will receive the maximum of the salary range.

## **12.12 Obligation to Serve Probationary Period**

**12.12.1** A person appointed from a re-employment list or classification reinstatement list must serve a new probationary period in order to attain regular employee status if they are appointed to a different classification or are placed in another department.

(MOU 2-05-08)

**12.12.2** If a person is appointed to a position from a re-employment list which he/she has not previously held, the appointment shall be subject to a probationary period. The person would be eligible for a merit increase after satisfactory completion of six months of employment in the position, subject to the limitations of the salary range.

**12.12.3** If the employee should fail to pass probation, his/her name shall be placed back on any re-employment list(s) which the employee had initially been on, prior to his/her appointment into the position.

(MOU 1-17-95)

## **12.13 Payoff of Accruals Upon Layoff**

**12.13.1** Laid off employees are to be paid for all accrued holidays, vacation, and overtime when separated as a result of layoff.

**12.14 Non-Discrimination in Reduction in Force**

**12.14.1** Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, national origin, religion, sex, age, citizenship, or physical handicaps.

**12.15 Computing Length of Service**

**12.15.1** Only continuous time spent in a permanent full-time position shall be computed for seniority rating.

(MOU 1-1-85)

**CHAPTER 13. GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS****13.1 Grievance Procedure and Disciplinary Appeals**

**13.1.1** The purpose of this chapter is to provide an orderly method for the settlement of a dispute between the City and its employees. Such a dispute shall be defined as a grievance and must be presented within thirty (30) calendar days of the date it occurred or within thirty (30) calendar days of the date the employee could reasonably be expected to have knowledge of the occurrence. An employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Grievances shall be processed in accordance with the following steps, time limits, and conditions herein set forth:

**13.1.1.1** Grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss grievance with the employee and reply within ten (10) calendar days.

**13.1.1.2** In the event the decision of the immediate supervisor does not satisfy the grievance, it may be appealed in writing within ten (10) calendar days to the department head who shall within ten (10) calendar days meet and discuss the grievance with the employees. The department head shall reply within ten (10) calendar days his/her decision and reply in writing.

**13.1.1.3** Any appeal of the department heads decision must be made in writing to the City Manager within not more than ten (10) calendar days following the date the employee is informed of the department heads decision. The City Manager shall either act as Hearing Officer in this appeal or appoint a Hearing Officer in his absence. The Hearing Officer shall meet and discuss the grievance with the employee and shall reply at the earliest possible date. The Hearing Officer's decision shall be final.

(MOU 2-22-03)

**13.1.1.4** If the employee fails to appeal the decision at any level within the organization within ten (10) calendar days of the decision, the matter will be considered closed and shall not be subject of further appeal.

(MOU 2-22-03)

**13.1.2** All grievances shall be submitted on forms provided by the City.

**13.1.3** Should the employee or the City at any step of the grievance require additional time to reply within the stipulated time period, the party requiring the additional time shall notify the other party. A thirty (30) day maximum extension is all that will be allowed unless agreed to by both parties.

(MOU 1-1-85)

**13.1.4** The above grievance procedures are not to be used for:

**13.1.4.1** The procedure is not to be used for achieving changes in wages, hours and working conditions.

**13.1.4.2** The procedure is not to be used to challenge the content of employee evaluations or performance reviews.

**13.1.4.3** The procedure is not to be used to challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee unless it violates an expressed provision of the MOU or law.

**13.1.4.4** This procedure is not to be used in disciplinary cases of oral reprimand, written reprimand, punitive transfer, reduction in pay, demotion, suspension, or termination.

(MOU 2-22-03)

**CHAPTER 14. MANAGEMENT RIGHTS AND RESPONSIBILITIES****14.1 General Provisions**

**14.1.1** The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include but not be limited to, the following rights:

**14.1.1.1** To manage the City generally and to determine the issues of policy.

**14.1.1.2** To determine the existence or nonexistence of facts which are the basis of the management decision.

**14.1.1.3** To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

**14.1.1.4** To determine the nature, manner, means, technology, and extent of services to be provided to the public.

**14.1.1.5** To determine methods of financing.

**14.1.1.6** To determine types of equipment or technology to be used.

**14.1.1.7** To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which the City operations are to be conducted.

**14.1.1.8** To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City.

**14.1.1.9** To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.

**14.1.1.10** To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

**14.1.1.11** To establish and modify productivity and performance programs and standards.

**14.1.1.12** To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.

**14.1.1.13** To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reclassify employees in accordance with this MOU and applicable resolutions and codes of the City.

**14.1.1.14** To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

**14.1.1.15** To maintain order and efficiency in its facilities and operations.

**14.1.1.16** To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with this Agreement.

**14.1.1.17** To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this MOU.

**14.1.1.18** To take any and all necessary action to carry out the Mission of the Agency in emergencies.

**14.1.1.19** Nothing herein shall constitute a waiver of rights guaranteed to the parties under the Meyers-Milias-Brown Act (Govt. Code §3500 et seq.).

(MOU 1-17-95)

## **14.2 Authority of Third Party Neutral**

**14.2.1** All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this chapter.

## **14.3 Impact of Management Rights**

**14.3.1** Where required by law, the City agrees prior to implementation, to meet and confer with the union over the impact of the exercise of a management right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the union members is provided for in this MOU, Personnel Rules and Regulations, or Departmental Rules and Regulations.

(MOU 1-1-85)

## **14.4 Exchange of Information**

**14.4.1** The City shall, upon specific request, send to Local 2020 electronic copies of City CAMs (these include Personnel rules and regulations), department policies and all memos addressed to "ALL PERSONNEL" of the Fire Department. In exchange, Local 2020 agrees to provide the City, upon specific request, with electronic copies of the International and Local 2020 Constitution and Bylaws, and any changes to these documents. The exchange of information shall not include confidential information.

(MOU 06-04-19)

**CHAPTER 15. SLOW DOWN, WORK STOPPAGE, OR STRIKE****15.1 Slow Down or Work Stoppage**

**15.1.1** Local 2020 does not condone a slow down or work stoppage by its members or by the union. If a slow down or work stoppage does occur, Local 2020 will immediately call a meeting of its membership to determine the reasons for such action, explain the proper procedure for handling grievances, and then meet with the City's representatives process in an attempt to resolve the issue.

(MOU 06-04-19)

**CHAPTER 16. EDUCATIONAL INCENTIVE PAY**

(See CAM 76-4)

**16.1 General Provisions**

**16.1.1** Upon the approval of the City Manager, educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specifications and is work-related. An employee may not receive more than a 7.5% increase.

(MOU 06-04-19)

**16.1.2** The City agrees to provide educational incentive pay upon date of hire for all new employees.

(MOU 2-05-08)

**16.2 2.5% Educational Incentive Pay**

**16.2.1** Employees hired prior to July 11, 2011 shall be eligible to receive a 2.5% educational incentive for having obtained 60 recognized college classroom units or equivalent. For employees hired on or after July 11, 2011, the City will provide a 2.5% educational incentive pay to those employees whom have obtained an AA or AS Degree.

(MOU 02-15-11)

**16.3 5.0% & 7.5% Educational Incentive Pay**

**16.3.1** The City will provide a 5% educational incentive pay to those employees that have a B.A. Degree with 120 recognized college classroom units of which 40 units must be upper division course work in a job related discipline.

**16.3.2** The City will provide a 7.5% educational incentive pay to those employees that have a M.A. Degree with 2/3rds of the recognized graduate college classroom units being graduate course work in a job related discipline.

(MOU 03-03-15)

**16.3.3** No unit member shall receive an aggregate of education incentive as prescribed on Section 16.2.1, 16.3.1, 16.3.2 and certification incentive as prescribed in Section 16.5 greater than 7.5%.

(MOU 03-03-15)

**16.3.3.1** Example: Fire Fighter has a B.A. Degree and holds a Chief Fire Officer certificate. Said Fire Fighter is receiving a 5% Educational Incentive under Section 16.3.1. Under Section 16.5.1., a Chief Fire Officer certificate is 5%; however, the Fire Fighter cannot receive an aggregate of greater than 7.5%, thus he/she would receive a total of 7.5% for the B.A. degree and the Chief Fire Officer certificate.

(MOU 03-03-15)



**16.4 Additional Benefits**

**16.4.1** All full-time employees may be eligible for reimbursement up to \$850 per calendar year for the cost of tuition, books and certificates if a grade of "C" or better is obtained. This benefit may also be used for employee-initiated training classes that result in a course completion certificate provided by California State Fire Training or a recognized training organization approved by the Fire Chief.

(MOU 06-04-19)

**16.4.1.1** Receipts must be received by the City for processing within 60 days of course completion.

(MOU 01-21-14)

**16.5 Certificate Incentive Program**

**16.5.1** All eligible unit members shall receive Certification Incentive pay beginning upon the ratification of this MOU by the City Council according to the following education incentive pay guidelines:

- Company Officer certificate = 2.5%
- Chief Fire Officer certificate = 5%
- Executive Chief Fire Officer certificate = 7.5%

**CHAPTER 17.     SAFETY**

**17.1     Safety**

**17.1.1**     Local 2020 will actively participate in all phases of an employee safety program which shall provide appropriate controls for dealing with repeated violators of the established safety regulations.

(MOU 1-1-79)

**17.1.2**     The City shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment and conditions, and report any such unsafe practices, equipment, or conditions to their immediate supervisors.

(MOU 1-1-91)

**17.1.3**     The City shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

(MOU 1-1-91)

**CHAPTER 18. RENEGOTIATION**

**18.1 Renegotiation**

**18.1.1 The parties agree to commence the negotiations process within ninety (90) days of this MOU expiration.**

(MOU 06-04-19)

**18.1.2 The City and Local 2020 agree to meet in a joint Labor/Management Committee to discuss the Fire Fighter in Training classification, the Layoff Procedure and Education Incentive procedures.**

(MOU 06-04-19)

**CHAPTER 19. PRIOR AND EXISTING CONDITIONS****19.1 Prior and Existing Conditions**

**19.1.1** Except as herein modified, there shall be no change in the wages, hours, or working conditions set forth in this MOU or as specified in the Santa Maria Fire Department (SMFD) DEPARTMENT SENIORITY POLICY dated December 8, 2005 and the SMFD STAFFING AND TIME OFF POLICY dated December 1, 2007, unless changes are made by mutual consent. It is agreed that the appendix to the DEPARTMENT SENIORITY POLICY will be updated periodically in order to reflect the current personnel complement of the department.

(MOU 2-05-08)

**CHAPTER 20. PRE-EMPTIVE LAWS**

**20.1 Pre-Emptive Laws**

**20.1.1** In any chapter, article, section, sub-article, sentence, clause, phrase or portion of this MOU or any addition, addendum or exhibit, thereto should be held invalid or unenforceable by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any chapter, article, sub-article, sentence, clause, phrase or portion of this MOU should be retained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall enter into the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such chapter or section.

(MOU 2-22-03)

**CITY OF SANTA MARIA**

\_\_\_\_\_  
Carl Crown, Interim Human Resources Director

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Michelle New, Human Resources Manager

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Katrina Garcia, Management Analyst I

**Local 2020**

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Anthony Morales, Local 2020 President

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Chad Wennerstrom, Fire Captain