

**SPECIAL MEETING AGENDA**  
The City Council/Successor Agency of the City of Firebaugh  
Vol. No.14/08-04

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**Location of Meeting:** Andrew Firebaugh Community Center  
1655 13<sup>th</sup> Street, Firebaugh, CA 93622  
**Date/Time:** August 4, 2014/6:30 p.m.

**CALL TO ORDER**

**ROLL CALL**

Mayor Chris DeFrancesco  
Mayor Pro Tem Craig Knight  
Council Member Marcia Sablan  
Council Member Freddy Valdez  
Council Member Brady Jenkins

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT**

Per municipal code Ord. 2-2.1 "No business shall be brought before the city council without having first been referred to the city manager for scheduling on the council agenda." At this time any member of the public may address the Council on items of interest to the public that are within the jurisdiction of the City Council, which are not already on the agenda this evening. You will be permitted a single visit to the podium to state your comments & concerns. Please be brief, to the point, and limit your comments to three (3) minutes.

**NEW BUSINESS**

**1. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO AWARD WATER TANK REFINISHING CONTRACT.**

**Recommended Action:** City Council receives comments and award contract.

**2. RESOLUTION NO. 14-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.**

**Recommended Action:** City Council receives comments and approves Res. No. 14-35.

**3. RESOLUTION NO. 14-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.**

**Recommended Action:** City Council receives comments and approves Res. No. 14-36.

**CLOSED SESSION**

**4. Government Code Section 54957.6**

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED AND UNREPRESENTED EMPLOYEES: City Negotiator:  
City Manager  
Employee Organizations: Fire, Police & Public Works bargaining units and all unrepresented positions

**5. Government Code Section 54956.9**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 - 1 case

**ANNOUNCEMENT AFTER CLOSED SESSION**

**ADJOURNMENT**

**Certification of posting the Agenda**

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, August 1, 2014 at 5:00 p.m. by Rita Lozano, Deputy City Clerk.



## STAFF REPORT

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TO: City Council  
FROM: Ben Gallegos, Public Works Director  
DATE: 8/4/14  
SUBJECT: Water Tank Refinishing Project

### **HISTORY:**

The project consists of repainting the exterior of the 11<sup>th</sup> Street elevated water tank and its structural component, which includes preparation of the exterior surfaces and applying new exterior coating, and painting the letter Firebaugh on both side of the tank. On July 22, 2014 a mandatory per-bid meeting for contractors wishing to bid for the project and six contractors attended the meeting. On July 30, 2014 the bid opening was held at City hall were the only bidder was Marko Construction Group, Inc. Their bid was \$124,000 which was \$21,500 over the engineer estimate of \$102,500. Mario is working with Marko Construction to bring the price down or rescope the project down to fit the engineer estimate.

### **FISCAL IMPACT:**

Marko has agreed to complete the project for a cost of \$116,500. The current fiscal year 14/15 we only budget \$110,000 for the repainting of the water tank. If we award the project we will over the budget by \$6,500.

## **RESOLUTION NO. 14-35**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES**

**WHEREAS**, the previous Memorandum of Understanding between the City and the Firebaugh Miscellaneous Employees Association terminated on June 30, 2014; and

**WHEREAS**, a new Memorandum of Understanding has been prepared which sets forth the terms and conditions of the City and the Firebaugh Miscellaneous Employees Association, and is attached hereto as Exhibit "A"; and

**WHEREAS**, a corresponding Salary Schedule: Public Works has been prepared, and is attached hereto as Exhibit "B"; and

**WHEREAS**, a corresponding Salary Schedule: Water and Wastewater Operators has been prepared, and is attached hereto as Exhibit "C"; and

**WHEREAS**, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedule.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit "B," is hereby approved.
4. The Salary Schedule: Water and Wastewater Operators, attached hereto as Exhibit "C," is hereby approved.
5. The City Manager and staff are hereby authorized to carry out the purposes and activities described in the Memorandum of Understanding.
6. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 4<sup>th</sup> day of August, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

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Chris DeFrancesco, Mayor

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Rita Lozano, Deputy City Clerk

**EXHIBIT "A"**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF FIREBAUGH AND**  
**FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION**  
**July 1, 2014 through June 30, 2017**

1. PREAMBLE

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh management, hereinafter referred to as the "City" and the Firebaugh Miscellaneous Employees Association (FMEA) hereinafter referred to as the "Association", and the Operating Engineers Local Union No. 3, hereinafter referred to as the "Union" pursuant to California Government Code, Sections 3500 et seq., (Commonly known as the Meyers-Milias-Brown Act.).

The legal relationship between the City, the FMEA, the Union and the employee members thereof is governed by Chapter 10 of division 4 of title 1 of the Government Code (Sections 3500 et seq., commonly known as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers-Milias-Brown Act and any local City Ordinance, resolution or other regulation, the Meyers-Milias-Brown Act shall govern.

2. RECOGNITION

A. The City acknowledges Operating Engineers Local Union No. 3 (Union), representing the Firebaugh Miscellaneous Employee Association (FMEA), as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Public Works Department including the below listed classifications:

Utility Maintenance Worker I	Water/Sewer Operator Trainee
Utility Maintenance Worker II	Water/Sewer Operator I
Utility Maintenance Worker III	Water/Sewer Operator II
Utility Maintenance Crew Leader	Water/Sewer Crew Leader
Equipment Mechanic	Facilities Custodian

B. The public works unit shall be full time permanent employees of the City of Firebaugh Public Works Department below management level. Management level shall be considered the Public Works Director. The provisions of this MOU shall not apply to management level employee(s). Employees who are employed under Federal State or specialized programs shall be represented only within the City of Firebaugh and these agencies.

C. The City, or its designees, the Union and the Association, or its designees, or its representatives recognize and agree to deal with each other exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

3. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to promote harmonious relations between the City and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work and other terms and conditions of employment.

4. FULL FORCE AND EFFECT

- A. It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Union.

5. COMMUNICATION WITH EMPLOYEES

Space shall be provided on the bulletin board located in the Public Works Corporation Yard building, for posting of notices regarding official Union business.

6. ADVANCE NOTICE

The City shall provide the Union reasonable advance notice when an action is directly relating to matters within the scope of representation that is being proposed to City Council for their consideration. The City shall give the Union the opportunity to meet with the appropriate management representatives prior to adoption.

7. REPRESENTATIVE OF THE UNION

An authorized representative of the Union shall be allowed to visit the work location, with reasonable, prior notification of City Manager or Department Head. Casual Drop By visits are allowed with the understanding that official business meetings are to be noticed by phone or e-mail prior to the meeting. Visits shall be reasonable and Union representative shall not interfere with the normal conduct of work. Union meetings shall be held during lunch (with a maximum of 30 minutes allowed) or after normal working hours.

8. ACCESS TO PERSONNEL FILES

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Union representative shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

9. NOTICE OF LAYOFF

Before an employee is laid off, the employee and the Union shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

10. SAFETY RULES/REGULATIONS/LOSS

Both the City and the Union shall expend every effort to insure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations.

The City and each employee covered by this MOU agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards immediately. The City shall remedy any reported safety hazard immediately. Any employee having knowledge of, or who is a witness to an accident, shall, if requested, give full and truthful testimony as to same. "See City of Firebaugh Safety and Loss Prevention Handbook."

- A. **Safety Equipment:** The City shall continue to supply employees with safety Equipment required by the City and/or CAL OSHA. All employees shall use City supplied safety equipment for the purposes and uses specified under applicable safety rules and regulations.
- B. **Uniforms:** The City shall provide uniforms, including maintenance of uniforms, for all employees. Each employee shall receive a total of six (6) uniforms per week. Five (5) clean uniforms each week and one (1) for exchange. Employees shall be required to wear said uniform during work hours.
  - City will provide jackets in even years and boots in odd years for Public Works employees. Public Works Director will determine the appropriate jackets and boots in accordance with work and environmental requirements, not to exceed \$50.00 (fifty dollars) per year per employee for jackets and not to exceed \$70.00 (seventy dollars) per year per employee for boots. Any employee desiring a set of boots exceeding the City's contribution shall pay for the difference. Such employee(s) will submit original receipts for reimbursements.
- C. **Other Gear:** The City will provide two (2) pair of coveralls for mechanic. The City will provide two (2) trench coats for mechanic. The City will provide one (1) pair of tree climbing boots to the tree climber. The City will provide one (1) hard hat to all public works employees.

#### 11. COMPENSATION

- A. **Pay Period:** The Standard Pay Period is two weeks (14 calendar days) The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time. The usual work day is 8 hours. See Personnel Policies Handbook, Rule V. Section 1, for further clarification.
- B. **Breaks:** Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the morning, and one (1) in the afternoon, during each work day. Said breaks are to be taken at the employee's job site.
- C. **Overtime:** Any employee who works in excess of eight hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation, holiday, and sick leave) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- D. **Call Back:** If an employee is called back and does report to work, he/she shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) of the employees straight time rate of pay. Should "Call Back" for an employee not on Stand-By extend beyond two (2) hours of actual work, the employee shall be compensated for actual hours worked at the rate of one and one-half (1 ½) times the regular hourly rate of pay. "Callback" is considered a return to work after having completion of the regular shift and having gone home or after one hour. Callback is not when the employee has finished the regular shift but has not left the work site.
- E. **Rate of Pay:** All overtime earned shall be compensated at the rate of one and one-half (1 ½) the employee's rate of pay. All hours worked over 12 hours are to be paid at double time (2).
- F. **Authorization:** All overtime worked shall be authorized and ordered in advance by the Department Head or his designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the

Department Head or his designee on the next regular business day after such work is performed.

- G. Sick Leave Related to Overtime: Employee shall Not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question. Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed 8 "actual hours worked" in the day.
  - H. Reporting: Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head.
  - I. Compensation: Compensation Time Off (CTO) may be mutually agreed to by the employee & PW Director prior to the overtime earned. CTO time is earned at time and one-half each overtime hour worked. CTO may be accrued up to thirty (30) hours and any hours accrued above the thirty (30) shall be compensated in cash.
12. SALARIES /INCENTIVE PAY AND RECOGNITION OF CERTIFICATES
- Furlough Days** – City will eliminate Furlough days (third Friday of the month) as an unpaid day off. Full, normal pay will be restored and employees will serve normal workday.

A. SALARIES

**Incorporated as Exhibit "A", attached.**

**(FEMA) Miscellaneous Employees (PW) were previously on a Nine (9) Step Salary Schedule**

City will create Two (2) new Salary Steps @ 5% increase each for a total of 10%. Salary Schedule will be increased to 10 Steps by dropping Step 1. However, no employee will be advanced until he/she is eligible, per annual anniversary date, to move to next step.

Salary Schedules will be phased-in over three (3) fiscal years. Two (2) new Salary Steps will be developed at 5% increase for each for a total of 10%. Steps will be phased in as follows: On the eligible employee's anniversary date beginning January 1, 2015 (Step10) and same in January 2017(Step 11).

APPLIES TO ALL THE ABOVE: Step increase will apply only when Employee is eligible to move to Next Salary Step (i.e. on employee merit anniversary date must be on Step 9 to advance to Step 10 and then to the next step on applicable anniversary). The new salary schedule DOES NOT advance any employee's pay immediately nor does it increase pay as Steps may be adjusted. City may create additional salary schedules for post July 1, 2014 hires that will eliminate Step 1 and create a 10 Step Salary Schedule with Steps 9 and 10 becoming the two (2) new additional steps.

- B. Water & Waste Water Operators are on the Operator Salary Schedule that recognizes Grades I & II Certification (See Resolution No. 06-31 Exhibit "A-1"). No salary adjustment will be recognized for any Grade III Certification. City is required to have certified Water & Waste Water Plant Operators.
- C. Water & Sewer Distribution Grade I certificate is a requirement of the position for Utility Maintenance Workers I & II and they will be required to acquire the certificates in a time schedule agreed to with the Public Director and the City Manager.

- Positions not required to be certified with a Water & Sewer Distribution Grade I certificate are:

1. *Equipment Mechanic*
2. *Facilities Custodian*

- D. Back Flow Connection Certification will receive a \$115.00 per month additional compensation.
- E. Lead and/or Supervisor positions will receive \$35.00 per month for a Pesticide Certificate.
- F. Employees are encouraged and will be assisted to seek a Grade II Certificate in Water & Sewer Distribution. Employees who obtain a Water/Sewer Distribution Grade II Certificate will receive a \$35.00 per month additional compensation.
- G. Water/Sewer distribution Grade I Certification will receive \$115.00 stipend per month.
- H. Water/Sewer Distribution Grade II Certification will receive \$140.00 Stipend per month.
- I. Employees will be eligible for certification pay if applicable to job description.
- J. The city will comply with State law in determining the number of employees/positions that will be required to obtain and be compensated for certification and accompanying pay. The City shall pay for all school and costs to obtain certification and licenses and for any costs of and for recertification or licenses that are required by the City or State Laws and are a benefit for the City's Operations. However, it is understood that there is no City obligation for such costs for an employee interested in becoming certified at a time, which does not require additional certified employees. Within State requirements, the City Manager will determine to whom and when such certification will apply.

### 13. PERFORMANCE EVALUATION

During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees hired after July 1, 2014 will serve a probationary period of twelve (12) months and shall receive their step increase in the first pay period after successful completion of the probationary period. If the Public Works Director with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.

After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City manager, employee may receive a step raise.

Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by at least five (5%) percent.

#### A. Operator In Training (OIT) Performance Evaluations

Currently when Operators in Training finish their training and obtain their Water/Sewer Grade 1 certification they are placed in the Operator I position. Since they have been in training/probation and obtained their certification it should be unnecessary to place them into a second probationary period. Since it is mandatory that they also acquire certification for both Wastewater Treatment and Water Treatment within three (3) years or face termination it would be prudent to end probation since they have been doing the same job as trainees. Therefore, only one probationary period will be served as long as one (1) yr. period is completed and employee is making progress re: such certification. However, if employee does

not pass required State exams within the initial three (3) year period; the employee will be terminated regardless of his/her employee status. Consideration may be given to transfer employee to another position by City, not requiring certification, if available.

#### 14. HEALTH INSURANCE

##### CURRENT EMPLOYEES (Hired Before July 1, 2014)

- A. Medical Coverage: The current medical insurance program will remain in effect until December 31, 2014. Effective Jan. 1, 2015 the below changes will be made:

**Effective Jan. 1, 2015** - City shall provide current employees with a monthly benefit as identified in the charts below and explained as follows: the cost of the Monthly CalPERS Medical Premium for the most economical (least expensive) monthly premium per CALPERS Basic Premium Rates (Other Southern California)\* as determined by City. For Jan. 2014 the most economical Plan was Blue Shield NetValue. To determine employee monthly premium cost, take this dollar premium amount, less the City's Public Employees' Medical and Hospital Care Act (PEMHCA) contribution (\$350/mo. for 2015) which equals the "Additional Benefit" provided by City. For Dependent Coverage City will pay 80% of this additional benefit (Employee 20%) of the approved CalPERS medical plan (see above). City will pay 100% of approved CalPERS most economical medical plan for single employee coverage.

**Example:** The most economical monthly premium, set by CALPERS Basic Premium Rates, is "Blue Shield NetValue" program as of Jan. 2014. Single coverage is \$457.17/mo. The additional benefit would be calculated as \$457.17 less \$350 = \$107.17/mo. Therefore, the City will pay 100% of the approved plan (Blue Shield/Net Value in 2014). However, for 2-Party and Family Coverage the below Employee Premium contributions will apply: 2-Party, \$112.87/mo.; Family, \$167.73/mo. (applicable to 2014 rates if employee selects most economical plan). See below examples. If Employee, even for single coverage, selects a more expensive plan, employee will pay difference. Therefore the City's obligation is limited to the following rules/formulas for Jan. 2015.

##### CURRENT EMPLOYEES' BENEFITS

- 1) Medical Benefits (PEMHCA of \$347.77 is rounded up to \$350/mo.). The PEMHCA \$ amount references the City's Contribution for Retirees, but also indicates the starting point from which to calculate the City's full contributions to the medical insurance premium. The 80/20% (80% City/20% Employee) of premium (after deduction of the PEMHCA amount) percentage split outlined in this agreement will apply throughout the term of the agreement.

<b>COVERAGE</b>	<b>*MED RATE</b>	<b>PEMHCA Contri.</b>	<b>Add Benefit (80%)**</b>	<b>Employee Pay</b>
<b>(1) Single</b>	<b>\$457.17/mo. =</b>	<b>\$350/mo. +</b>	<b>107.17/mo. (a)</b>	<b>N/A</b>

Employee Cost/Single Coverage: Limited to city contribution of \$457.17 towards single coverage plan (Applicable to most economical Blue Shield NetValue Plan in 2014). Most economical (least expensive) Plan for 2015 will apply.

<b>COVERAGE</b>	<b>*MED RATE</b>	<b>PEMHCA Contri.</b>	<b>Add Benefit (80%)**</b>	<b>Employee Pay</b>
<b>(2) 2- Party</b>	<b>\$914.34/mo. =</b>	<b>\$350/mo. +</b>	<b>\$451.47/mo. (b) +</b>	<b>\$112.87/mo.</b>

Employee Cost for 2 - Party Coverage: Limited to 20% of the Max. Additional Benefit \$564.34 X 20% = \$112.87/mo. (Applicable to most economical Blue Shield NetValue Plan in 2014).

**COVERAGE \*MED RATE PEMHCA Contri. Add Benefit (80%)\*\* Employee Pay**  
**(3) Family \$1,188.64/mo. = \$350/mo. (4) + \$670.91/mo. (c) + \$167.73/mo.**  
 Employee Cost/Family Coverage: Limited to 20% of the Max. Additional Benefit \$838.64 X  
 20% = \$167.73/mo.(Applicable to most economical Blue Shield NetValue Plan in 2014).

(4) In all three (3) Coverage examples above, the \$350/mo. amount is the only constant, fixed amount. All others \$ figures are subject to change throughout the term of this agreement.

**Footnotes:**

\* Blue Shield NetValue (Plan w/highest # of enrollees, April 2014). Calculated at 2014 Rates.

\*\* % For Max. Additional Benefit for City is defined as follows (EXCEPT FOR SINGLE COVERAGE):

- (a) Single coverage: Single Rate for most economical plan (changes annually in January from CalPERS) less PEMHCA contribution (\$347.77 rounded up for current employees to \$350) equals City contribution amount (100%) of Difference between Full Premium minus \$350.
- (b) 2- Party Coverage: 2 Party Rate for most economical plan less PEMHCA contribution times 80%
- (c) Family Coverage: Family Rates for most economical plan less PEMHCA contribution times 80%.

2) Dental/Vision Coverage: Single Coverage: No contribution by employee. For Dependent Coverage employee will pay 10% of monthly premium throughout the term of this agreement.

3) DENTAL/VISION CHANGE IN COVERAGE PROVIDERS: The city must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:

- 1. NEW CARRIER/PROVIDER'S NETWORK OF PROVIDERS MATCHES OR EXCEEDS CURRENT PLAN (S)
- 2. NEW CARRIER PROVIDER'S BENEFITS MATCHES OR EXCEEDS CURRENT PLAN (S).

If these conditions are not met, the City and FMEA shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

B. Retirement Medical Benefits Public Employees' Medical and Hospital Care Act (PEMHCA) for Current Employees Who Retire after July 1, 2014.

**"Unequal Contribution" Method of HealthCare Premium Payments for Retirees**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less that the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/mo.) is reached.

PEMHCA Amount of \$227.50/mo. for those retiring after June 30, 2014 (percent increases 5% on an annual basis until amount reaches \$350/mo.).

C. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM** (Current Employees Retiring after July 2014). This section is unrelated to PEMHCA Benefit.

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

1. Hired Before June 30, 2014.
  2. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours.
  3. Have accumulated 1,000 hours of sick leave
  4. Only if employee reaches this standard Employee may use 500 hrs. of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPers "Time in Service Credit" for retirement formula calculations.
- D. The City will adopt a policy establishing a reserve account beginning in the fiscal year 2015/2016. The reserve account will be funded by not less than 2% and not more than 4% based upon the annual payroll amount of members of the Association. The reserve account will be used only for future health insurance premiums for retirees. Allocation of the funds from the reserve account will be at the sole discretion of the City. The City may elect to temporarily discontinue funding the reserve account in times of Financial Crisis, which shall be further defined in the City Policy.
- E. **CURRENT RETIREES** (Retirement Prior to June 30, 2014): NO CHANGE - City will continue at the current City level of PEMHCA contribution (\$347.77/mo.) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.
- F. **FUTURE EMPLOYEES (hired after July 2014)**
- 1) Medical Insurance Employee Premium Contribution.
    - a) Employee Only (1) After PEMHCA \$ amount City pays the remaining to cover premium of 80% of agreed upon most economical (least expensive) Plan.  
Follow formula above but use 50% vs. 80% for Dependent coverage
    - b) 2 Party: 50% of the difference between the Premium less PEMHCA contribution.
    - c) FAMILY 50% of difference between the Premium less PEMHCA contribution.
    - d) All other rules and restrictions apply as outline in (14.A.) above.
  - 2) Dental/Vision Coverage: All levels of coverage, employee will pay 10% of premium.
  - 3) PEMHCA – Employee Retirement Coverage. Employee must have 20 yrs. of continuous service prior to being eligible for City/PEMHCA contribution to retiree health insurance premium coverage. If employee meets this criterion all other provisions will apply.
  - 4) SICK LEAVE CONVERSION FOR MEDICAL PREMIUM - Sick Leave conversion will NOT apply. Employees hired after July 1, 2014 may NOT convert sick leave hours to dollars for retiree medical premiums. Employee may convert all unused sick-leave to "time in service credit" as noted above.

15. **TRAINING**

Both the City and the Union agree that training is an important part of employment.

The City agrees to send Public Works Employees to training or classes or schools to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including

state and federal requirements. These classes will be on City time; however no overtime will be applicable on days of exams. FLSA shall apply after normal work schedule hours.

16. MILEAGE REIMBURSEMENT:

See Firebaugh personnel Policies Handbook, Section 5, Page 22. As per Federal rules.

17. EMERGENCY CASH OUT OF UP TO FORTY (40) HOURS OF VACATION TIME

An employee of this bargaining unit may cash out of up to 40 hours of vacation time for a Family Emergency. An emergency is defined as a medical illness or death of a child, parent or spouse who resides within the employee's household.

18. WORKDAY AND OVERTIME

A. Workday: The regularly scheduled workday should be eight (8) consecutive Hour's exclusive of mealtime.

B. Workweek: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off.

C. Overtime: Any time worked in excess of an employee's regularly scheduled eight hour day or work week of forty (40) hours depending on the scheduled workday(s).

D. Weekend Work Schedule:

- City will have two Public Works employees assigned, at the discretion of Public Works Director, to meet the needs of the City working a weekend work schedule as follows:
  1. *Employee #1: Tuesday – Saturday*
  2. *Employee #2: Sunday – Thursday*
- City agrees to start with the employees with the least seniority provided that the employee has sufficient time and training in service as determined by the Director of Public Works.

E. Overtime: Any employee who works in excess of eight hours per day or forty (40) hours per week shall double time. All paid leave (vacation, holiday, and sick leave) is considered time worked. (Fred From Handbook)be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time.

19. STANDBY PAY

Standby Compensation – Employees shall be available at all times when on standby and within 20 minutes of the employees' assigned work station, with the exception of employees that live outside a 40 mile radius from the City in this case 30 minutes will apply. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, or by pager. Per call-back of Standby employee overtime shall apply. However, the two-hour minimum call back time shall not apply to the standby employee.

Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule (i.e. 2:30 p.m. to 6:00 a.m.). Standby hours for a one-week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Standby Pay shall be a flat rate of \$170.00 per week including one or two holidays.

20. HOLIDAYS

A. Holidays listed below will be observed during this agreement. The City shall have the right to require the employees to work on holidays to be compensated at two times the regular rate of pay.

- |   |                             |
|---|-----------------------------|
| • New Year's Day                                  | • Columbus Day              |
| • Martin Luther King's Birthday                   | • Veteran's Day             |
| • Presidents Day                                  | • Thanksgiving Day          |
| • Friday before Easter (1/2 day)                  | • Friday after Thanksgiving |
| • Memorial Day                                    | • Christmas Eve (1/2 day) * |
| • Independence Day                                | • Christmas Day             |
| • Labor Day (1 <sup>st</sup> Monday in September) | • New Year's Eve (1/2 day)* |

This eliminates One Holiday by Consolidating Lincoln & Washington's Birthday into Presidents Day.

\*Christmas Eve – ½ crew may take full day off

\* New Year's Eve- other ½ crew take off full day

Therefore, the two ½ days will equal one day off for ½ the PW crew on Christmas Eve while the other ½ of crew will take off full day for News Year's Day.

21. GRIEVANCE PROCEDURE

See Firebaugh Personnel Policies Handbook, which applies.

22. DISCIPLINE PROCEDURE

See Firebaugh Personnel Policies Handbook, which applies.

23. EMPLOYEE DEVELOPMENT

See Firebaugh Personnel Policies Handbook, Section 5, Rule XIII, which applies.

24. BEREAVEMENT LEAVE

See Firebaugh Personnel Policies Handbook, Section 3, page 19, which applies.

25. JURY DUTY LEAVE

See Firebaugh Personnel Policies Handbook, Section 3, page 19, which applies.

26. SICK LEAVE

See Firebaugh Personnel Policies Handbook, Section 3, page 22 and as modified (Sick Leave Conversion/Retiree Medical Premium) Memorandum of Understanding Section 14 C (Current Employees Hired before June 30, 2014)

A. CONVERSION OF SICK LEAVE HOURS TO MEDICAL INSURANCE PREMIUMS FOR RETIREES IS NOT AN AVIALABLE BENEFIT TO EMPLOYEES HIRED AFTER July 1, 2014. (Covered in Section 14.F.)

27. VOTING

See Firebaugh Personnel Policies Handbook, Section 3, page 20, which applies.

28. LEAVES OF ABSENCE

A. Personal Leave of Absence

B. Medical Leave of Absence

C. Military Leave of Absence

\*See Firebaugh Personnel Policies Handbook, Rule XI, Sections 1, 2 and 3, which applies.

29. WORKERS COMPENSATION

See Firebaugh Personnel Policies Handbook, Section 4, page 22, which applied.

30. Both parties recognize the City's Employee Handbook is extremely outdated and in need of major updated to current legal standards. Therefore, it is agreed that within six month the task for updating will begin. Other Federal & State law will prevail if concerns are raised.

31. RETIREMENT

A. The benefit contract in effect between the City of Firebaugh and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2.5% at age 55. This is for all current classic members meaning those hired prior to January 1, 2013. The retirement formula for the classic employees shall not change.

The City has been paying the employee's eight per cent (8%) contribution to PERS.

- Effective the first pay period in January 2015 employees of the FMEA bargaining unit will assume payment of two percent (2%) of the employee's cost of pension and the City will pay six percent (6%) of the employee's portion.
  - Effective the first pay period in January 2016 the employees of the FMEA bargaining unit will assume payment of an additional two percent (2%) of the employee's cost of pension and the City will pay four percent (4%) of the employee's portion.
  - Effective the first pay period in January 2017 the employees of the FMEA bargaining unit will assume an additional 2% and the City will pay two percent (2%) of the employee's portion.
  - Effective the first pay period in January 2018 the employees of the FMEA bargaining unit will assume payment of an additional two percent (2%) of the employee's cost of pension and the City will pay zero percent (0%) of the employee's portion. At this point such employees will be paying the full Employee PERS contribution of 8%.
- B. All new employees hired on (OR AFTER) January 1, 2013 who have not been employed by a Public Employer with a PERS Retirement Plan shall be under the 2% @ 62 formulation unless they were employed by another PERS agency within that previous six months (and qualify under the PERS "Classic" Definition). Those employees will then be part of the same formula that is closest to formula as they were with their previous employer.
- All new employees hired under the new PERS formula and in line with the Public Employees Pension Reform Act (PEPRA) shall pay 50% of normal cost or 8% of base salary, whichever is greater.
  - All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code 414 (h).

32. VACATION

Employees covered by this MOU shall earn vacation credits at the following rate:

- |  |                            |
|--|----------------------------|
| A. One to five years of service:       | 10 working days per annum. |
| B. Six years through ten years:        | 12 working days per annum  |
| C. Eleven years through fifteen years: | 15 working days per annum. |
| D. Sixteen years through twenty years: | 18 working days per annum. |
| E. Over twenty years:                  | 22 working days per annum. |

### MAXIMUM ACCUMULATION - HOLIDAY HOURS

YRS. Service	DAY/HRS. EARNED	MAXIMUM HOURS
1-5 YRS.	10/80	160 hours
6-10	12/96	192
11 – 15	15/120	228
16- 20	18/144	260
20 plus yrs.	22/176	280

City will work with Employees & Public Works Dept. to schedule any employee with excess hours to reduce time on books to within the new limits. If by not fault of the employee, the new limits are not reduced by Dec. 31, 2015 employees will be paid the amount of any excess hrs. After Jan. 1, 2016 employees will not earn additional vacation time if hours exceed the allowable maximum.

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e. 192 hrs. for 6-10 yrs.) employee will NOT earn any additional time until he/she is below the maximum amount. Without violating the Maximum accrual vacation hours policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation hr. CAP and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

### 33. LONGEVITY PAY

LONGEVITY PAY (Longevity Pay Program is changed to the following) Longevity Pay Program as described in the City Personnel Handbook is replace for FMEA employees as outlined below. However, no employee who is currently receiving Longevity Pay will be reduced in pay.

At the 10, 15, 20, 25, etc. year employment anniversary dates employee will be given a raise of 2.5% of that employee's existing base salary.

**Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.**

### 34. CONCLUSIVENESS

- A. The City and Union agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Union. Any such changes shall validly become part of the MOU and be subject to its terms.
- C. During the life of the MOU, shall either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The Firebaugh Personnel and Employee Handbook and any other Handbooks and Policy Manuals listed in this MOU; any changes within those Handbooks or Policy Manuals must be presented to the Union for review and the City and Union shall meet and concur on those changes.

35. UNION RIGHT

The Union shall have the following rights and responsibilities.

- A. The City shall not interfere with nor discriminate in any way against any employee by reason of his/her membership.
- B. The City agrees not to intimidate any employee; nor to attempt to restrain any employee, nor in any way limit the full and free expression of any employee's right to participate in the Union's lawful activities.
- C. The City shall deduct the dues upon proper authorization by Union members.
  - 1) If a member desires the city to deduct his/her dues from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
  - 2) A dues fee authorization may be revoked by a member and the dues fee deduction canceled only during the last two months of the contract.
  - 3) The member's earnings must be sufficient after other legal and required deductions are made to deduct union dues if a member has been in a pay status during that period. In the case of a period when the salary is not sufficient to cover legal and required deductions, no deduction or deposit shall be made.
  - 4) The deduction check covering all such deductions shall be transmitted to the Union at least once monthly and made payable to: Operating Engineer's Local Union No. 3; **1620 S. Loop Rd. Alameda, CA 94502-7090**
  - 5) Reasonable access to employee work locations for officers of the Union and their officially designated representatives for the purpose of processing grievances or contracting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

36. CITY MANAGEMENT RIGHTS

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City which include, but are not limited to the following:

- A. Direct the work of its employees.
- B. Hire, fire, promote, transfer, assign, reassign and classify employees.
- C. Discipline employees for proper cause and in accordance with the city of Firebaugh Personnel Policies Handbook.
- D. Take any actions deemed necessary to carry out the mission of the City in emergencies.
- E. Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
- F. Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
- G. The provisions of the City of Firebaugh's Personnel Policies Handbook are hereby incorporated by reference in full except to the extent such policies are specifically provided for in this MOU.

37. ELIMINATION OF RESTRICTION TO SUB-CONTRACT WORK THAT COULD BE PERFORMED BY CITY EMPLOYEES.

The City retains the option of contracting of work that needs to be performed but, City staff does/may not have the man-power, time or the equipment to properly do the work, this includes but not limited to, any services required for the City.

38. SAVINGS CLAUSE

- A. If any provision of this MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.
- B. In the event that any provision of MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Union agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of this MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

39. SUPERSEDES PREVIOUS DOCUMENTS

This document Supersedes all previous City documents related to labor relationship between the City and its employees and the City, the Association and the Union which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

Statement of Continuing Benefits and Working Conditions

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

The term of the Memorandum of Understanding shall commence on July 1, 2014 and expire on June 30, 2017.

40. RECOMMENDATION OF REPRESENTATIVES

The representatives of the City and the representative of the Union, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Union, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

## CITY OF FIREBAUGH

\_\_\_\_\_  
Kenneth McDonald, City Manager

\_\_\_\_\_  
Date

## FIREBAUGH MISCELLANEOUS EMPLOYEES ACCOCIATION

  
\_\_\_\_\_  
Michael Molina

7-29-14  
Date

## OPERATING ENGINEERS LOCAL UNION NUMBER 3

  
\_\_\_\_\_  
Fred Klingel, Chief Negotiator

7-29-2014  
Date

# CITY OF FIREBAUGH - Public Works/FME/Resolution 14-35 Exhibit B

## Salary Schedule for Fiscal Year July 1, 2014 - Fiscal Year Ending June 30, 2017

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	* Effective January 1, 2015	* Effective January 1, 2017	
Utility Maintenance Worker I	35	Hourly	12.73	13.36	14.03	14.73	15.47	16.24	17.05	17.91	18.80	19.74
		Bi-Weekly	1,018.08	1,068.98	1,122.43	1,178.55	1,237.48	1,299.36	1,364.32	1,432.54	1,504.17	1,579.38
		Monthly	2,205.84	2,316.13	2,431.94	2,553.54	2,681.21	2,815.27	2,956.04	3,103.84	3,259.03	3,421.98
		Annual	26,470.08	27,793.58	29,183.26	30,642.43	32,174.55	33,783.28	35,472.44	37,246.06	39,108.36	41,063.78
Utility Maintenance Worker II	38	Hourly	13.74	14.43	15.15	15.91	16.71	17.54	18.42	19.34	20.31	21.32
		Bi-Weekly	1,099.56	1,154.54	1,212.26	1,272.88	1,336.52	1,403.35	1,473.52	1,547.19	1,624.55	1,705.78
		Monthly	2,382.38	2,501.50	2,626.57	2,757.90	2,895.80	3,040.59	3,192.62	3,352.25	3,519.86	3,695.85
		Annual	28,588.56	30,017.99	31,518.89	33,094.83	34,749.57	36,487.05	38,311.40	40,226.97	42,228.32	44,350.24
Utility Maintenance Worker III	43	Hourly	15.55	16.33	17.14	18.00	18.90	19.85	20.84	21.88	22.98	24.12
		Bi-Weekly	1,244.04	1,306.24	1,371.55	1,440.13	1,512.14	1,587.75	1,667.13	1,750.49	1,838.01	1,929.91
		Monthly	2,695.42	2,830.19	2,971.70	3,120.28	3,276.30	3,440.11	3,612.12	3,792.73	3,982.36	4,181.48
		Annual	32,345.04	33,962.29	35,660.41	37,443.43	39,315.60	41,281.38	43,345.45	45,512.72	47,788.36	50,177.77
Equipment Mechanic	46	Hourly	16.71	17.54	18.42	19.34	20.31	21.32	22.39	23.51	24.68	25.92
		Bi-Weekly	1,336.44	1,403.26	1,473.43	1,547.10	1,624.45	1,705.67	1,790.96	1,880.51	1,974.53	2,073.26
		Monthly	2,895.62	3,040.40	3,192.42	3,352.04	3,519.64	3,695.63	3,880.41	4,074.43	4,278.15	4,492.06
		Annual	34,747.44	36,484.81	38,309.05	40,224.51	42,235.73	44,347.52	46,564.89	48,893.14	51,337.79	53,904.68
Utility Maintenance Crew Leader	47	Hourly	17.14	17.99	18.89	19.84	20.83	21.87	22.96	24.11	25.32	26.58
		Bi-Weekly	1,370.88	1,439.42	1,511.40	1,586.96	1,666.31	1,749.63	1,837.11	1,928.97	2,025.41	2,126.68
		Monthly	2,970.24	3,118.75	3,274.69	3,438.42	3,610.34	3,790.86	3,980.40	4,179.43	4,388.40	4,607.82
		Annual	35,642.88	37,425.02	39,296.28	41,261.09	43,324.14	45,490.35	47,764.87	50,153.11	52,660.77	55,293.81
Facilities Custodian	36	Hourly	13.06	13.72	14.40	15.12	15.88	16.67	17.50	18.38	19.30	20.26
		Bi-Weekly	1,044.96	1,097.21	1,152.07	1,209.67	1,270.16	1,333.66	1,400.35	1,470.36	1,543.88	1,621.08
		Monthly	2,264.08	2,377.28	2,496.15	2,620.96	2,752.00	2,889.60	3,034.08	3,185.79	3,345.08	3,512.33
		Annual	27,168.96	28,527.41	29,953.78	31,451.47	33,024.04	34,675.24	36,409.00	38,229.46	40,140.93	42,147.97

\* Steps Effective Per Conditions in Approved MOU

**CITY OF FIREBAUGH - Public Works/FMEA/Resolution 14-35 Exhibit C**  
**Salary Schedule for Fiscal Year July 1, 2014 - Fiscal Year Ending June 30, 2017**  
**Water & Waste Water Operators**

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Water/Sewer Operator Trainee*	Hourly		13.73	14.42	15.14	15.90						
	Bi-Week		1,098.72	1,153.66	1,211.34	1,271.91						
	Monthly		2,380.56	2,499.58	2,624.56	2,755.79						
	Annual		28,566.72	29,995.06	31,494.81	33,069.55						
Water/Sewer Operator I	Hourly		16.31	17.12	17.98	18.88	19.82	20.81	21.85	22.94	24.09	25.30
	Bi-Week		1,304.52	1,369.75	1,438.23	1,510.14	1,585.65	1,664.93	1,748.18	1,835.59	1,927.37	2,023.74
	Monthly		2,826.45	2,967.78	3,116.17	3,271.97	3,433.57	3,607.35	3,787.72	3,977.11	4,175.96	4,384.76
	Annual		33,917.52	35,613.40	37,394.07	39,263.77	41,226.96	43,288.31	45,452.72	47,725.36	50,111.62	52,617.21
Water/Sewer Operator II	Hourly		17.98	18.87	19.82	20.81	21.85	22.94	24.09	25.29	26.56	27.89
	Bi-Week		1,438.08	1,509.98	1,585.48	1,664.76	1,748.00	1,835.39	1,927.16	2,023.52	2,124.70	2,230.93
	Monthly		3,115.83	3,271.63	3,435.21	3,606.97	3,787.32	3,976.68	4,175.52	4,384.29	4,603.51	4,833.68
	Annual		37,390.08	39,259.58	41,222.56	43,283.69	45,447.88	47,720.27	50,106.28	52,611.60	55,242.18	58,004.29
Water/Sewer Lead Operator	Hourly		22.94	24.09	25.29	26.56	27.89	29.28	30.75	32.28	33.90	35.59
	Bi-Week		1,835.40	1,927.17	2,023.53	2,124.70	2,230.94	2,342.49	2,459.61	2,582.59	2,711.72	2,847.31
	Monthly		3,976.69	4,175.53	4,384.30	4,603.52	4,833.69	5,075.38	5,329.15	5,595.61	5,875.39	6,169.16
	Annual		47,720.40	50,106.42	52,611.74	55,242.33	58,004.44	60,904.67	63,949.90	67,147.40	70,504.76	74,030.00

\* Must have a Grade I in Water & Sewer by the end of the third year.

\*\* Steps Effective Per Conditions in Approved MOU - For Step 4 Water/Sewer Operator Trainee ONLY

\*\*\* Steps Effective Per Conditions in Approved MOU

Water Operator Trainee and Water Operator I who have acquired a Grade I or II in Water or Sewer but not both will receive additional compensation of \$100 per month for a Grade I Certificate and \$125 for a Grade II Certificate

## **RESOLUTION NO. 14-36**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES**

**WHEREAS**, the previous Memorandum of Understanding and the Firebaugh Police Officers Association terminated on June 30, 2014; and

**WHEREAS**, a new Memorandum of Understanding has been prepared which sets forth the terms and conditions of the City and the Firebaugh Police Officers Association, and is attached hereto as Exhibit "A"; and

**WHEREAS**, a corresponding Salary Schedule: Police Officers has been prepared, and is attached hereto as Exhibit "B"; and

**WHEREAS**, a corresponding Salary Schedule: Dispatchers/Community Service Officer has been prepared, and is attached hereto as Exhibit "C"; and

**WHEREAS**, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedule.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit "B," is hereby approved.
4. The Salary Schedule: Dispatchers/Community Service Officer, attached hereto as Exhibit "C," is hereby approved.
5. The City Manager and staff are hereby authorized to carry out the purposes and activities described in the Memorandum of Understanding.
6. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 4<sup>th</sup> day of August, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

---

Chris DeFrancesco, Mayor

---

Rita Lozano, Deputy City Clerk

**EXHIBIT “A”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF FIREBAUGH AND**  
**FIREBAUGH POLICE OFFICERS ASSOCIATION**

**July 1, 2014 – June 30, 2017**

1. PREAMBLE

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh management, hereinafter referred to as the “City,” and the Firebaugh Police Officer Association (FPOA), hereinafter referred to the “Association”, and Operating Engineers Local Union No. 3 (OE3), hereinafter referred to as the “Union”, pursuant to California Government code, Section 3500 et seq., (commonly know as the Meyers-Milias-Brown Act).

The legal relationship between the City and its employees, FPOA and the Union is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly know as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers-Milias-Brown Act and any local City Ordinance, resolution or other regulation, the Meyers-Milias-Brown Act shall govern.

2. RECOGNITION

A. The City acknowledges Operating Engineers Local Union No. 3 (OE3) representing the Firebaugh Police Officers Association (FPOA) as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and working conditions of employment, for all regular employees of the Firebaugh Police Department including the classifications below:

Sergeant  
Police Corporal  
Police Officer  
Lead Dispatcher  
Dispatcher I  
Community Services Officer

B. The police unit shall be permanent full-time employees of the City of Firebaugh Police Department below management level. Management level shall be considered to include the rank of Lieutenant and higher ranks, if budgeted, up to the Chief of Police. The provision of this MOU shall not apply to management level employees. Employees who are employed under federal, state, or specialized programs shall be represented only within the City of Firebaugh and these agencies.

C. The City, or its designees, and the Association, or its designees and the Union or its representatives recognize and agree to deal with each other, exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

3. PURPOSE

The purpose of this Memorandum of Understanding is to promote harmonious relations between the City and the Association; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work and other terms and conditions of employment.

4. FULL FORCE AND EFFECT

- A. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- B. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

5. SALARIES

- A. See Exhibits (1) Police Officer & (2) Dispatch/Community Service Officer Attached.

- B. Step Increases:

- 1. **Police Officer Schedule** - Creates Two (2) additional Salary Steps (currently 6 steps) @ 7% increase for each Step (total 14% increase). New Steps will be phased in as follows: Step 7 in FY 15/16 (after 7/1/2015) & Step 8 in FY 17/18(after 7/1/2017).

- 2. **Dispatcher/CSO Schedule**- Creates One (1) additional Salary Step (currently 9 steps) in FY 15/16 @ 5%, new step (Step 10) will be phased in FY 15/16 (after 7/1/2015). City counters with a second additional 5% Step which becomes effective in FY 17/18 (after 7/1/2017). Current First Step (A or 1) will be eliminated when new step is authorized to ensure a 10 Step Salary Schedule. However, all employees' salaries will remain the same until he/she is eligible to advance to next Step on Salary Schedule (see below). Therefore, this salary change will reflect a 10 Step Salary Schedule.

Step advances will apply only when Employee is eligible to move to next Salary Step per anniversary date on specific Salary Schedule. An Employee whose anniversary date falls in FY 2015/16 and is topped-out on applicable Salary Schedule (current Step 6 on Police Officer Schedule and current Step 9 Dispatch Schedule) will be eligible to advance to the new Step 7 and **New Step 10** respectively following positive evaluation and recommendation of Chief and approval of City Manager.

***For Police Officer Schedule (New Step 8) and Dispatcher/CSO Schedule (Revised Step 10) will be added in Fiscal Year 2017/18 and the same conditions as above will apply for employee to advance to Step 8 or revised Step 10 (after elimination of first step to ensure a 10 step schedule).***

**APPLIES TO ALL THE ABOVE: Step increase will apply only when Employee is eligible to move to Next Salary Step (i.e. employee must be on Step 9 to advance to Step 10 and then to the next step on applicable anniversary date). The new salary schedules DO NOT advance any employee's pay immediately, nor do they increase pay as Steps may be adjusted. City may create additional salary schedules for post July 1, 2014 hires that will eliminate Step 1 and create a 10 Step Salary Schedule (Dispatch/CSO Schedule).**

- C. Employee Probationary Period: Non-Sworn– One (1) year and eligible for advancement to next Step on Salary Schedule. Sworn – 18mos. However, employee is eligible to advance to next step on Schedule after one (1) year if satisfactory progress is being made. Permanent status is NOT granted until probationary period of 18 mos. is satisfactorily completed and passed and therefore no other terms associated with this MOU apply until such status is obtained.
- D. The City and Association agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary

increase must be made on the employee by the Police Chief and approved by the City Manager.

- E. Any time an employee is promoted from one classification to another, his/her salary shall increase by at least five percent (5%) or the amount of the next higher Step on applicable Salary Schedule.
- F. LONGEVITY PAY (Longevity Pay Program is changed to the following) Longevity Pay Program as described in the City Personnel Handbook is replaced for FPOA employees as outlined below. However, no employee who is currently receiving Longevity Pay will be reduced in pay.

At the 10, 15, 20, 25, etc. year employment anniversary dates employee will be given a "one-time" lump sum cash equivalent of 7.5% of that employee's existing base (step salary schedule) salary. Therefore, even if employee is currently receiving Longevity Pay for 5, 10, etc. years' service, he/she will be eligible for the One-Time, Lump-Sum payment for the next available 10, 15, 20, 25, etc. year anniversary date that occurs.

**CURRENT EMPLOYEES WHO REACH ANNIVERSARY MILESTONE IN CALENDAR YEAR 2014 WILL EARN PREVIOUS AMOUNT OF 5%. EFFECTIVE JANUARY 1, 2015 AND THEREAFTER ALL CURRENT EMPLOYEES WILL RECEIVE 7.5% LUMP SUM PER MILESTONE ANNIVERSARY DATES AS DESCRIBED ABOVE AND NOT THE PREVIOUS 5% SALARY INCREASE.**

**Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.**

- G. BILINGUAL PAY –City will establish a new Bilingual Exam prior to Dec. 31, 2014 with input from FPOA:

Current Employees: Level 1 = \$50/mo.; Level 2 = \$75

All Employees hired and/or certified after July 1, 2014: \$50/mo., if City established proficiency is passed. Employee must be in a permanent status, i.e. passed probationary period to be eligible for Bi-lingual pay. The above referenced Bi-Lingual Exam will be offered twice per year if FPOA employee requests such exam. City will administer exam within 45-days of request. Individual employees will be allowed one test per year. Therefore, if employee does not pass exam he/she must wait one year to test again.

- H. FIELD TRAINING OFFICER PAY –Officers assigned this duty, to be paid 5% of their base salary as described in Resolution No. 06-16, Exhibit "A-1" shall only apply to full time officers, not reserve officers in training.

6. HEALTH INSURANCE - Medical Coverage

**Effective Jan. 1, 2015** - City shall provide current employees with a monthly benefit as identified in the charts below and explained as follows: the cost of the Monthly CalPERS Medical Premium for the most economical (least expensive) monthly premium per CALPERS Basic Premium Rates (Other Southern California)\* as determined by City. For Jan. 2014 the most economical Plan was Blue Shield NetValue. To determine employee monthly premium cost, take this dollar premium amount, less the City's Public Employees' Medical and Hospital Care Act (PEMHCA) contribution (\$350/mo. for 2015) which equals the "Additional Benefit" provided by City. For Dependent Coverage City will pay 80% of this additional benefit (Employee 20%) of the approved CalPERS medical plan (see above). City will pay 100% of approved CalPERS most economical medical plan for single coverage.

**Example:** The most economical monthly premium, set by CALPERS Basic Premium Rates, is “Blue Shield NetValue” program as of Jan. 2014. Single coverage is \$457.17/mo. The additional benefit would be calculated as \$457.17 less \$350 = \$107.17/mo. Therefore, the City will pay 100% of the approved plan (Blue Shield/Net Value in 2014) or \$457.17 towards any other plan selected by a single coverage employee. However, for 2-Party and Family Coverage the below Employee Premium contributions will apply: 2-Party, \$112.87/mo.; Family, \$167.73/mo. (applicable to 2014 rates if employee selects most economical (least expensive) plan). See below examples. If Employee, even for single coverage, selects a more expensive plan, employee will pay difference by payroll deduction hereby authorized by the employee. Therefore the City’s obligation is limited to the following rules/formulas for Jan. 2015.

**A. CURRENT EMPLOYEES’ BENEFITS CALCULATION (EMPLOYER CONTRIBUTION).**

- 1) Medical Benefits (PEMHCA of \$347.77 is rounded up to \$350/mo.). The PEMHCA \$ amount references the City’s Contribution for Retirees, but also indicates the starting point from which to calculate the City’s full contributions to the medical insurance premium. The 80/20% (80% City/20% Employee) of premium (after deduction of the PEMHCA amount) percentage split outlined in this agreement will apply throughout the term of the agreement.

<b>COVERAGE</b>	<b>*MED RATE</b>	<b>PEMHCA Contr.</b>	<b>Add Benefit (80%)**</b>	<b>Employee Pay</b>
<b>(1) Single</b>	<b>\$457.17/mo. =</b>	<b>\$350/mo. +</b>	<b>107.17/mo.(a)</b>	<b>N/A</b>

Employee Cost for Single Coverage: Limited to city contribution of \$457.17 towards single coverage plan (Applicable to most economical Blue Shield NetValue Plan in 2014). Most economical (least expensive) Plan for 2015 will apply.

<b>(2) 2- Party</b>	<b>\$914.34/mo. =</b>	<b>\$350/mo. +</b>	<b>\$451.47/mo. (b) +</b>	<b>\$112.87/mo.</b>
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Employee Cost for 2 - Party Coverage: Limited to 20% of the Max. Additional Benefit \$564.34 X 20% = \$112.87/mo. (Applicable to most economical Blue Shield NetValue Plan in 2014).

<b>(3) Family</b>	<b>\$1,188.64/mo. =</b>	<b>\$350/mo. (4) +</b>	<b>\$670.91/mo. (c) +</b>	<b>\$167.73/mo.</b>
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Employee Cost for Family Coverage: Limited to 20% of the Max. Additional Benefit \$838.64 X 20% = \$167.73/mo. (Applicable to most economical Blue Shield NetValue Plan in 2014).

- (4) In all three (3) Coverage examples above, the \$350/mo. amount is the only constant, fixed amount. All others \$ figures are subject to change throughout the term of this agreement.

**Footnotes:**

\* Blue Shield NetValue (Plan w/highest # of enrollees, April 2014). Calculated at 2014 Rates.

\*\* % For Max. Additional Benefit for City is defined as follows (EXCEPT FOR SINGLE COVERAGE):

- (a) Single coverage: Single Rate for most economical plan (changes annually in January from CalPERS) less PEMHCA contribution (\$347.77 rounded up for current employees to \$350) equals City contribution amount (100%) of Difference between Full Premium minus \$350.
- (b) 2- Party Coverage: 2 Party Rate for most economical plan less PEMHCA contribution times 80%
- (c) Family Coverage: Family Rates for most economical plan less PEMHCA contribution times 80%.

- 2) Dental/Vision Coverage: Single Coverage: No contribution by employee. For Dependent Coverage employee will pay 10% of monthly premium throughout the term of this agreement.
- 3) DENTAL/VISION CHANGE IN COVERAGE PROVIDERS: If city can demonstrate that the following conditions are met, meet & confer is not required to change carriers:
  1. **NEW CARRIER/PROVIDER'S NETWORK OF PROVIDERS MATCHES OR EXCEEDS CURRENT PLAN (S)**
  2. **NEW CARRIER PROVIDER'S BENEFITS MATCHES OR EXCEEDS CURRENT PLAN (S).**

**IF THESE CONDITIONS ARE NOT MET, CHANGES IN THE DENTAL AND/OR VISION INSURANCES CARRIERS ARE SUBJECT TO MEET & CONFER IF FPOA REQUESTS SUCH.**

**B. Retirement Medical Benefits for Current Employees Who Retire after July 1, 2014.**

**"Unequal Contribution" Method of HealthCare Premium Payments for Retirees**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/mo.) is reached.

PEMHCA Amount \$227.50/mo. for those retiring after June 30, 2014 (percent increases 5% or \$17.50 annually of new City's PEMHCA \$ Contribution).

**C. SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

1. Hired Before June 30, 2014.
  2. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours.
  3. Have accumulated 1,000 hours of sick leave
  4. Only if employee reaches this standard Employee may use 500 hrs. of time at current value and apply towards premium. Otherwise, employee may use 100% of accumulated sick leave to apply to CalPERS "Time in Service Credit".
- D. The City will adopt a policy establishing a reserve account beginning in the fiscal year 2015/2016. The reserve account will be funded by not less than 2% and not more than 4% based upon the annual payroll amount of members of the Association. The reserve account will be used only for future health insurance premiums for retirees. Allocation of the funds from the reserve account will be at the sole discretion of the City. The City may elect to temporarily discontinue funding the reserve account in times of Financial Crisis, which shall be further defined in the City Policy.

- E. CURRENT RETIREES (Retirement Prior to June 30, 2014): NO CHANGE - City will continue at the current City level of PEMHCA contribution (\$347.77/mo.) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.
- F. FUTURE EMPLOYEES (hired after July 2014)
  - 1) Medical Insurance Employee Premium Contribution.
    - a) Employee Only (1) After PEMHCA \$ amount City pays the remaining to cover premium of 80% of agreed upon most economical Plan.  
Follow formula above but use 50% vs. 80% for Dependent coverage
    - b) 2 Party: 50% of the difference between the Premium less PEMHCA contribution.
    - c) FAMILY: 50% of differences between the Premium less PEMHCA contribution.
    - d) All other rules and restrictions apply as outlined in (6.A.) above
  - 2) Dental/Vision Coverage: All levels of coverage, employee will pay 10% of premium.
  - 3) PEMHCA – Employee Retirement Coverage. Employee must have 20 years of continuous service prior to being eligible for City/PEMHCA contribution to retiree health insurance premium coverage. If employee meets this criterion all other provisions will apply.
  - 4) SICK LEAVE CONVERSION FOR MEDICAL PREMIUM - Sick Leave conversion will NOT apply. Employees hired after July 1, 2014 may NOT convert sick leave hours to dollars for medical premiums. Employee may convert all unused sick-leave to “time in service credit” as noted above.

7. WORK DAY AND OVERTIME

- A. Workday: The regularly scheduled workday shall be eight (8) consecutive hours inclusive of mealtime when working the 5/8 schedule, or, the regularly scheduled workday shall be ten (10) consecutive hours inclusive of mealtime when working the 4/10 schedule as approved by the Chief of Police.
- B. Workweek: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off when working the 5/8 schedule or three (3) consecutive days off when working the 4/10 schedule. Nothing in the changes listed in the MOU are intended to increase or reduce any obligation of the FPOA to work a forty (40) hour workweek.
- C. Overtime: Any time worked in excess of an employee’s workday of eight (8) hours or ten (10) hours or scheduled workweek (40) hours depending on the scheduled workday.
- D. Rate of Pay: All overtime earned shall be compensated at the rate of one and one-half (1-1/2) the employee’s normal rate of pay.
- E. Authorization: All overtime worked shall be authorized and ordered in advance by the department head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, the Police Chief shall make a confirming authorization or his/her designee on the next regular business day after such work is performed.
- F. Reporting: Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the Police Chief first discusses the proposed changes and the reasons with the employee. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the

department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee to support his/her original claim to the satisfaction of the Police Chief can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

- G. Compensation: All overtime earned shall become compensated in cash. Notwithstanding the above, during a period of financial crisis, the City may elect to compensate overtime in compensatory time off (CTO) as an emergency measure. The City agrees to give written notice to the Association and Union prior to such change in compensation, and to meet and confer with the impact of the change. All overtime in an employee's CTO account shall be cashed out on June 30th of each year.
- H. Scheduling of CTO: An employee may take CTO within a reasonable period of requesting its use, subject to the operational needs of the Police Department. The request to take CTO shall be made in writing to the Chief of Police or his/her designee a minimum of seven calendar days in advance of the requested time off. At the discretion of Chief a shorter notice may be acceptable.
- I. Cash Out of CTO: See (G) above.
- J. Termination of Employment: Upon termination of employment, an employee shall be paid in cash for his/her unused CTO, if any.
- K. Compensatory Time Off: CTO shall be compensated at the rate of one and one half (1-1/2) the employee's normal rate of pay. For time off the employee shall be compensated at the rate of one and one half (1-1/2) time, time off.

8. SAFETY EQUIPMENT

- A. Defined: All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment as follows:
  - 1) Aerosol Tear Gas (Mace)
  - 2) Aerosol Tear Gas (Mace) Holster
  - 3) Ammunition
  - 4) Ammunition Holder
  - 5) Baton
  - 6) Baton Ring
  - 7) Flashlight Batteries
  - 8) Flashlight Bulbs
  - 9) Handcuffs
  - 10) Handcuff Case
  - 11) Keeper Straps (4)
  - 12) Rain Gear (heavy duty law enforcement type – coat pants, & boots)
  - 13) Riot Helmet with Face Shield
  - 14) Sam Brown Hat
  - 15) Service Weapon
  - 16) Service Weapon with Holster
  - 17) Bulletproof Vest
- B. City Property/Replacements:
  - 1) All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.

- 2) With the approval of the Police Chief and the City Manager the City shall replace all safety equipment described in the MOU on an as needed basis.
- 3) If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs during the lawful exercise of the employee's duties.

9. UNIFORMS

- A. Within sixty (60) days of initial employment by the Police Department any employee required to wear a uniform shall be reimbursed two hundred dollars (\$200) by the City towards the purchase of the initial uniform. After employment of one (1) year, the City will reimburse the employee one hundred dollars (\$100) towards the purchase of other uniform clothing, with proof of purchase.
- B. Following completion of probationary period, the City shall pay to each Police Officer a uniform maintenance allowance of seventy-five dollars (\$75) per month and to each dispatcher required to wear a uniform an allowance of sixty-five dollars (\$65) per month, and to each dispatcher who is not required to wear a uniform but chooses to do so an allowance of twenty-five dollars (\$25) per month.

10. ADMINISTRATION OF COMPENSATION PLAN

- A. Callback Time: Employees called back to work after working a regular work shift shall be paid a minimum of two (2) hours of pay and/or all additional time worked over two (2) hours. Call back will not apply if the regular work shift has been extended by management. All callback time worked shall be compensated in accordance with the overtime provision of this MOU.
- B. Court Time/ Standby: Employees placed on standby, either by the City or by the court or DA office, shall be compensated in accordance with the following: 15% of regular hourly rate times the number of required Standby hours. Employee will be issued a pager or cell phone and must respond to calls per procedures to be established by the Police Chief. Employee must be able to respond to Court within 1 hour of contact. Overtime will not be paid while on Standby.
  - 1) Court time shall be paid to employees at minimum of three (3) hours at the rate of time and one-half (1-1/2) when called to court, when overtime is applicable. These minimum hours shall not be in conflict with regular work hours, otherwise overtime is paid on an actual time worked basis. Standby pay will cease if called to court and paid for overtime.
  - 2) The Chief of Police and City Manager will determine Court appearances other than City cases.
- C. Training/School Time: Any time an employee is required by the Police Chief to attend either training or a specialized school, he/she shall be paid in accordance with the provision of this Memorandum of Understanding.
- D. Out-of Class: An employee who is required to perform the duties of a higher classification as required by the Police Chief and approved by City Manager shall receive an increase in his/her salary of five percent (5%) or the first step of out-of-class position, whichever is greater, commencing after the fifteenth (15th) consecutive working day worked out-of-class.
- E. Post Certificate Pay/College Incentive Pay: Compensation will be changed as follows:
  - 1) SWORN EMPLOYEES
    - Intermediate POST – One-Time Lump-Sum Amount of \$3,000

- Advanced POST -One-Time Lump-Sum amount of \$4,000

2) NON SWORN EMPLOYEES

- AA or AS Degree -One-Time Lump-Sum Amount of \$3,000
- BA OR BS Degree - One-Time Lump-Sum amount of \$4,000

Certification must be attained while employed with the City. An employee hired by City who already possesses such certification and/or degrees is not eligible for the “lump-sum” award.

11. SICK LEAVE

- A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a min. of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee’s record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee’s scheduled weekend) but normally only after an absence of three (3) consecutive days.
- B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:
  - 1) Personal illness or incapacity.
  - 2) Illness of a member or the employee’s household or immediate family (spouse and/or children) that requires the employee’s personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.
- C. Sick leave shall no longer be cashed out and given to any employee in cash when an employee resigns, or is terminated or retires.
- D. **Unused Sick Leave Credit/Time In Service:** Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time “In-Service” as provided in the City/CalPERS Retirement contract, in which all or a part of “unused sick leave may be converted “hour for hour” with eight (8) hours equaling one (1) service day for purposes of calculating Employee’s Service Retirement Benefits. **Employee, whose effective date of retirement is within four months of separation from employment with the employer which granted sick leave credit, shall be credited as his/her retirement with 0.004 year of service credit for each unused day of sick leave certified to the PERS by his or her employer. Any conversion or other use of such leave time will be subtracted from such amount prior to reporting.**
- E. **CONVERSION OF SICK LEAVE TIME - CONVERSION TO THE PAYMENT OF MEDICAL INSURANCE PREMIUMS FOR RETIREES IS NOT AN AVAILABLE BENEFIT TO EMPLOYEES HIRED AFTER July 1, 2014. (COVERED IN SECTION 6F)**
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits (hrs.) converted to a cash equivalent value of 50% of 1,000 hrs. for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS “sick leave” conversion for retirement “service time”. In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits (hrs.).

## 12. VACATION LEAVE

Employees covered by this unit shall earn vacation credits at the following rates:

- |  |                            |
|--|----------------------------|
| A. One to five years of service:       | 10 working days per annum. |
| B. Six years through ten years:        | 12 working days per annum  |
| C. Eleven years through fifteen years: | 15 working days per annum. |
| D. Sixteen years through twenty years: | 18 working days per annum. |
| E. Over twenty years:                  | 22 working days per annum. |

F. The Cap on accumulated Vacation hours shall be as follows:

### **MAXIMUM VACATION HOURS ALLOWED ON BOOKS**

Vacation hours allowed on the books increase with time in service as increased vacation hours are earned (calculated @ 150%) of time earned annually): Employees will not earn additional vacation hours once they have reached the "Maximum hours as indicated below\*.

### **MAXIMUM CARRYOVER**

1-5 years of service:	120/hrs.
6 to 10 years of service:	144/hrs.
11 to 15 years of service:	180/hrs.
16 to 20 years of service:	216/hrs.
20 yrs. Plus of service:	264/hrs.

- Under this "NEW" rule employees will be given until Dec. 31, 2015 to reduce their vacation hours to meet these new limits. At that time hours on the books will be cashed-out to 90% of the above amounts. **Example:** Employee is in the 16-20 year service category. Therefore, employee should only have a max of 216 hrs. of vacation time built up. However, employee has 230 hours on books ( $216 \times 90\% = 194$  hours). All hours will be cashed out over 194 hours,  $(230 - 194) = 36$ /hrs. one-time cashed out. After Jan. 1, 2016 employees will not earn additional vacation hours after they have reached the maximum hours as indicated above, until the hours are reduced to allow for additional accrual.

## 13. HOLIDAYS

### **HOLIDAY PAY – Holiday Pay will be restored.**

The City shall have the right to require the employees to work on holidays. For shift assignments that are required to work the week of the assigned holiday. Compensation will be as follows:

- a) Time and one-half pay is earned by each employee who is assigned to shift work and not provided a holiday during the workweek. An additional 4 hours (Holiday time) will be earned by those employees who actually work a full "duty shift" on the actual holiday.
- b) Time built up (not used) will be paid off at the end of the fiscal year (June 30<sup>th</sup>). No accumulation of time from fiscal year to fiscal year is allowed.
- c) Holidays listed below will be observed during this Agreement:

• New Year's Day	• Columbus Day
• Martin Luther King's Birthday	• Veteran's Day
• Presidents Day	• Thanksgiving Day
• Friday before Easter (1/2 day)	• Friday after Thanksgiving
• Memorial Day	• Christmas Eve (1/2 day)
• Independence Day	• Christmas Day
• Labor Day (1 <sup>st</sup> Monday in September)	• New Year's Eve (1/2 day)

This eliminates One Holiday by Consolidating Lincoln & Washington's Birthday into Presidents Day.

14. RETIREMENT

Upon retirement, an employee may continue coverage under the City's medical plan at the employee's sole expense if allowed by the City's medical provider, HMO or insurance carrier. The City will provide each employee access to a Section 457 Deferred Compensation Plan through PERS, with any and all contributions to be made at the discretion of the employee. Final compensation will be based upon the current PERS plan using the highest year earnings of PERS earning.

A. CalPERS Retirement Program Formulas

Classic Non-Sworn Formula  
2.5% @ 55

\*Non Classic Miscellaneous Formula  
2% @ 62

Classic Sworn Formula  
3% @ 55

\*Non Classic Sworn Formula  
2.7% @ 57

(Non Classic) State Law requires New CalPERS Formula for New Hires if they are new to CalPERS and/or previous employers had a different CalPERS retirement formula. Classic Plan applies to new employee hired before January 1, 2013 who previously were enrolled in a CalPERS Plan and have not been separated from their previous service for more than 6 months. City will conform to the Public Employees' Pension Reform Act of 2013 (PEPRA).

B. PERS Employee Contribution

Previous breakdown: City pays 4% (Non Sworn) & 5% (Sworn) of the Current 8% and 9% respectively. By 2018, PERS will require the Employee to pay the "entire" Sworn Employee contribution (9%) & Non-Sworn (8%). These increases will be Phased-In as follows:

- 1) Sworn Applicable to Current Employees- Jan. 2015 - 1%; Jan. 2016 - 1.5%; Jan. 2017 - 1.5%; Jan. 2018 - 1% = 9% total employee contribution.
- 2) Non-Sworn Applicable to Current Employees - Jan. 2015 - 1%; Jan. 2016 - 1%; Jan. 2017 - 1%; Jan. 2018 - 1% = 8% total employee contribution.
- 3) New Hires – After July 1, 2014
  - a) Sworn employees are required to pay ½ of the normal cost up to 12% of full CalPERS prescribed amount towards employee contribution portion of CalPERS Retirement.
  - b) Non-sworn employees are required to pay ½ of the normal cost up to 8% of full CalPERS prescribed amount towards employee contribution portion of CalPERS Retirement.

15. PEACE OFFICER'S RIGHTS

The City and employees covered by this Agreement shall adhere to the provision of Government Code section 3300 through 3311, known as the Public Safety Officers Procedural Bill of Rights. Prior to any meeting with an employee involving disciplinary proceedings, or at any point during an interrogation or interview where disciplinary action becomes a possibility, the City shall advise the employee of his/her right to representation.

16. GRIEVANCE PROCEDURE (City will review and possibly up-date)

Grievance Procedures of the City's Personnel Policies Handbook are incorporated herein by reference.

17. DISCIPLINE PROCEDURE

Discipline Procedures of the City's Personnel Policies Handbook are incorporated herein by reference.

18. CONCLUSIVENESS

The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyer-Miliias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.

If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provision of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of the MOU and subject to its terms.

During the life of the MOU, should either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.

19. ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- A. The City agrees not to interfere with nor discriminate in any way against any employee by reason of his/her membership in the Association actively required by this MOU.
- B. The City agrees not to intimidate any employee nor is to attempt to restrain any employee nor to in any way limit the full and free expression of any employees' right to participate in the Association's lawful activities.
- C. The City shall deduct the dues or service fee upon proper authorization by Association members.
  - 1) If any member desires the City to deduct his/her dues or service fee from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
  - 2) A dues or service fee authorization may be revoked by a member and the dues or service fee deduction canceled only during the last two months of the contract.
  - 3) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized. When a member is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the Controller the amount which would have been deducted if the member had been in a pay status during that period. In the case of a period when the salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be made.
  - 4) The deduction check covering all such deductions shall be transmitted to the Association at least once monthly and made payable to: Firebaugh Police Officers Association.
- D. Reasonable advance notice of any City ordinance, rule resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council.
- E. Reasonable access to employee work locations, with prior Department Head and City Manager notification, for officers of the Association and their officially designated representatives for the purpose of processing grievance or contacting members of the organization concerning business within the normal operations of any department or with established safety or security requirements.

20. CITY MANAGEMENT RIGHTS

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City that include, but are not limited to:

- A. Direct the work of its employees.
- B. Hire, promote, transfer, assign and classify employees with the City.
- C. Discipline employees for proper cause.
- D. Take actions as may be necessary to carry out the mission of the Agency in emergencies.
- E. Determine the methods, means and personnel by which operations are to be carried on.
- F. Determine its budget, policies of the City, organization, merits, necessity and level of any activity or service provided to the public.
- G. The provision of the City's Personnel Policies Handbook shall apply except to the extent such provisions are otherwise provided for in this MOU.

21. SAVING CLAUSE

- A. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- B. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiation shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

22. RECOMMENDATION OF REPRESENTATIVES

The representatives to the City and the representatives of the Association, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Association, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

23. SUPERSEDES PREVIOUS DOCUMENTS

This document Supersedes all previous City documents related to labor relationship between the City and its employees and FPOA which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act).

24. TERM OF MEMORANDUM

**The term of the Memorandum of Understanding shall commence on July 1, 2014 and expire on June 30, 2017.**

25. SIGNATURES

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendations of the following representatives:

CITY OF FIREBAUGH

\_\_\_\_\_  
Kenneth McDonald, City Manager

\_\_\_\_\_  
Date

FIREBAUGH POLICE OFFICERS ASSOCIATION (FPOA)

\_\_\_\_\_  
Juan Castillo, President FPOA

\_\_\_\_\_  
Date

FIREBAUGH POLICE OFFICERS ASSOCIATION (FPOA)

\_\_\_\_\_  
Raquel Tabares, Vice President FPOA

\_\_\_\_\_  
Date

OPERATING ENGINEERS LOCAL UNION MEMBER 3

\_\_\_\_\_  
David Caravantes, Business Agent

\_\_\_\_\_  
Date

CITY OF FIREBAUGH Police Officer's Association  
Resolution 14-36 Exhibit B  
*Salary Schedule for Fiscal Year July 1, 2014 - Fiscal Year Ending June 30, 2017*

Effective on 7/1/2015      Effective on 7/1/2017

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	*Step 7	*Step 8
Police Sergeant	55	Hourly \$23.14	\$24.76	\$26.49	\$28.35	\$30.33	\$32.46	\$34.73	\$37.16
		Bi-Weekly \$1,851.20	\$1,980.78	\$2,119.44	\$2,267.80	\$2,426.55	\$2,596.40	\$2,778.15	\$2,972.62
		Monthly \$4,010.86	\$4,291.62	\$4,592.03	\$4,913.47	\$5,257.41	\$5,625.43	\$6,019.21	\$6,440.56
		Annual \$48,131.20	\$51,500.38	\$55,105.41	\$58,962.79	\$63,090.18	\$67,506.50	\$72,231.95	\$77,288.19
Police Corporal	51	Hourly \$21.03	\$22.50	\$24.08	\$25.76	\$27.57	\$29.50	\$31.56	\$33.77
		Bi-Weekly \$1,682.40	\$1,800.17	\$1,926.18	\$2,061.01	\$2,205.28	\$2,359.65	\$2,524.83	\$2,701.57
		Monthly \$3,645.13	\$3,900.29	\$4,173.31	\$4,465.44	\$4,778.02	\$5,112.48	\$5,470.36	\$5,853.28
		Annual \$43,742.40	\$46,804.37	\$50,080.67	\$53,586.32	\$57,337.36	\$61,350.98	\$65,645.55	\$70,240.74
Police Officer	47	Hourly \$19.04	\$20.37	\$21.80	\$23.32	\$24.96	\$26.70	\$28.57	\$30.57
		Bi-Weekly \$1,523.20	\$1,629.82	\$1,743.91	\$1,865.99	\$1,996.60	\$2,136.37	\$2,285.91	\$2,445.93
		Monthly \$3,300.20	\$3,531.22	\$3,778.40	\$4,042.89	\$4,325.89	\$4,628.71	\$4,952.72	\$5,299.41
		Annual \$39,603.20	\$42,375.42	\$45,341.70	\$48,515.62	\$51,911.72	\$55,545.54	\$59,433.72	\$63,594.08

\*Salary Steps effective Per Conditions Outlined in the MOU

CITY OF FIREBAUGH - Police Department Dispatchers & C.S.O  
Resolution 14-36 Exhibit C

*Salary Schedule for Fiscal Year July 1, 2014 - Fiscal Year Ending June 30, 2017*

Position	Range		* Effective on									
			7/1/2015					* Effective on				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lead Dispatcher	43	Hourly	\$16.35	\$ 17.17	\$18.02	\$18.93	\$19.87	\$20.87	\$21.91	\$23.00	\$24.15	\$25.36
		Bi-Weekly	\$1,307.88	\$1,373.27	\$1,441.94	\$1,514.03	\$1,589.74	\$1,669.22	\$1,752.68	\$1,840.32	\$1,932.33	\$2,028.95
		Monthly	\$2,833.69	\$2,975.37	\$3,124.14	\$3,280.35	\$3,444.36	\$3,616.58	\$3,797.41	\$3,987.28	\$4,186.64	\$4,395.98
		Annual	\$34,004.88	\$35,705.12	\$37,490.38	\$39,364.90	\$41,333.14	\$43,399.80	\$45,569.79	\$47,848.28	\$50,240.70	\$52,752.73
Dispatcher I	33	Hourly	\$12.63	\$ 13.26	\$13.93	\$14.62	\$15.35	\$16.12	\$16.93	\$17.77	\$18.66	\$19.60
		Bi-Weekly	\$1,010.52	\$1,061.05	\$1,114.10	\$1,169.80	\$1,228.29	\$1,289.71	\$1,354.19	\$1,421.90	\$1,493.00	\$1,567.65
		Monthly	\$2,189.42	\$2,298.89	\$2,413.83	\$2,534.52	\$2,661.25	\$2,794.31	\$2,934.03	\$3,080.73	\$3,234.77	\$3,396.51
		Annual	\$26,273.52	\$27,587.20	\$28,966.56	\$30,414.88	\$31,935.63	\$33,532.41	\$35,209.03	\$36,969.48	\$38,817.96	\$40,758.85
Community Services Officer	41	Hourly	\$15.37	\$ 16.14	\$16.95	\$17.80	\$18.68	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85
		Bi-Weekly	\$1,229.76	\$1,291.25	\$1,355.81	\$1,423.60	\$1,494.78	\$1,569.52	\$1,648.00	\$1,730.40	\$1,816.92	\$1,907.76
		Monthly	\$2,664.43	\$2,797.65	\$2,937.53	\$3,084.41	\$3,238.63	\$3,400.56	\$3,570.59	\$3,749.12	\$3,936.57	\$4,133.40
		Annual	\$31,973.76	\$33,572.45	\$35,251.07	\$37,013.62	\$38,864.31	\$40,807.52	\$42,847.90	\$44,990.29	\$47,239.81	\$49,601.80

\*Salary Steps effective Per Conditions Outlined in the MOU