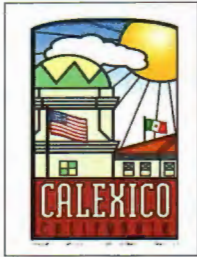


**AGENDA
ITEM**

17



AGENDA STAFF REPORT

DATE: June 1, 2022

TO: Mayor and City Council

APPROVED BY: Diego Favila, Interim City Manager

PREPARED BY: Denise Garcia, Human Resources/Risk Management Manager

SUBJECT: Adoption of the Memorandum of Understanding between the City of Calexico and the Calexico Firefighters Association (CFFA) for the Term Beginning July 1, 2021 to June 30, 2023

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Recommendation:

Adopt the Memorandum of Understanding between the City of Calexico and the Calexico Firefighters Association (CFFA) for the Term Beginning July 1, 2021 to June 30, 2023.

Background:

The City agreed upon a Memorandum of Understanding with the CFFA on April 9, 2012, that was effective July 1, 2011, and expired June 30, 2012. Subsequent Letters of Understanding (LOUs) had been approved. City negotiators met and conferred in good faith with representatives of the CFFA concerning the terms and conditions of employment addressed in the MOU and agreed to the terms of this agreement.

Discussion & Analysis:

The attached Memorandum of Understanding is for the period beginning July 1, 2021 thru June 30, 2023.

Fiscal Impact:

2021/22 Fiscal Impact is \$240,000

Coordinated With:

City Administration.
CFFA Association.

Attachment:

1. Calexico Firefighters Association MOU 2021-2023.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CALEXICO
AND THE CALEXICO FIREFIGHTERS ASSOCIATION**

TERM:

July 1, 2021 to June 30, 2023

This Memorandum of Understanding (MOU) is by and between the City of Calexico (City) and the Calexico Firefighters Association).

ARTICLE 1 — RECOGNITION AND STATUS OF MOU

Section 1- Recognition: The City recognizes the Association as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment for all persons employed full time in the following classifications: Firefighter, Engineer, Captain, and Fire Inspector.

Section 2 – Ratification: This MOU is of no force or effect until ratified and approved by the Association membership and by the City Council through a duly adopted Resolution. Upon ratification, this MOU reflects the sole agreement of the parties thereto and supersedes all prior agreements whether written or oral. Prior to ratification of this MOU by both parties, the MOU previously in place will govern any matters.

Section 3 – Scope of Recognition: The scope of representation is as set forth in City Council Resolution No. 2204, entitled: “Resolution of the City Council of the City of Calexico Pertaining to Employer-Employee Relations for the City of Calexico,” dated July 7, 1970, as amended.

Section 4 – Rules and Regulations: The Association agrees that all members of the bargaining unit shall comply in full with all Fire Department rules and regulations, including those relating to conduct and work performance, and the City’s Personnel Rules and Regulations. The City agrees that all departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure. The bargaining unit shall assign a member to participate in a management-labor committee for the formulation of an amended set of City Rules and Regulation should the City upgrade its Personnel Rules and Regulations. Any changes to the Personnel Rules and Regulations impacting wages, hours or terms and conditions of employment shall be subject to meet and confer with the Association.

ARTICLE 2 — MANAGEMENT RIGHTS

The Association agrees that the City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to:

The exclusive right to determine the mission of its constituent departments; set standards and levels of service; determine the procedures and standards of selection for

employment and promotions; direct its employees; discharge, suspend, demote, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with applicable law; establish and modify employee performance and productivity standards including, but not limited to quality and quantity standards, and to require compliance therewith; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; relieve its employees from duty because of lack of work, lack of funds, or other legitimate reasons; maintain efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine whether goods or services should be made, purchased, or contracted for; determine the content and intent of job classifications; determine methods of financing; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force; determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions; assign work to employees; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City's exercise, through its City Council and management representatives, of its rights shall not in any way, directly or indirectly, be subject to the grievance procedure. The Association retains the right to grieve whether any particular action constitutes a "management right" as defined here. The Association retains its rights under the Meyers-Miliias-Brown Act (MMBA) to request to meet and confer to the extent that the City's exercise of any of these management rights has a significant impact upon the scope of bargaining.

ARTICLE 3 — EMPLOYEE AND ASSOCIATION RIGHTS

Section 1 - Negotiation Team: A maximum of three Association representatives shall be allowed time off for all scheduled meetings mutually set between City and Association.

Section 2 - Bulletin Boards: The City agrees to furnish and maintain suitable bulletin board space in a convenient place within the Fire Department, ¼ of which the Association may use to post notices and bulletins.

Section 3 – Meetings/Documentation: The City or the Association can call for a meeting within a reasonable amount of time. A strong effort shall be made to contact all members of the Negotiating Team about the time, date, and place of meetings. The City agrees to distribute one copy of the following documents to the Association: Agendas and Minutes of all city Council meetings, Preliminary City Budget (Fire Department Budget (and Final City Budget.

Section 4 - Non-Discrimination: Neither the City nor the Association shall discriminate against any employee covered by this MOU on the basis of race, color, sex, religion, national origin, sexual orientation, gender identity, gender expression, age, physical

handicap, veteran, or military status, or for exercising any employee rights contained in this MOU or the law.

ARTICLE 4 - WORK SCHEDULES

Section 1 – Work Schedule: The 24-hour shift, three platoon system (A, B, &C) will be used and posted. Under this schedule, each bargaining unit member works an average of approximately 56 hours per week over a one-year period.

Section 2 - Rest Period: A 15-minute rest period is permitted in the morning and in the afternoon. When there is a need to maintain continuous service or to answer telephones, employees will develop a coordinated schedule to provide the necessary service without interruption.

Section 3 – Staffing of Emergency Vehicles: Standard level of staff of frontline emergency firefighting vehicles shall be with a minimum staffing of three (3) personnel consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter. Standard level of staffing of frontline emergency medical vehicles shall be with a minimum staffing of two (2) personnel consisting of one (1) paramedic and one (1) EMT.

ARTICLE 5 — COMPENSATION AND OVERTIME PAY

Section 1 – FLSA Work Period: The FLSA 207(k) work period is 182 hours in 24 days. Paid leave does not count for purposes of calculating when overtime is due. The starting time and date for each work period will be posted in the Fire Department. Hours worked over 182 in a 24-day cycle shall be compensated at 1.5 times the employee's regular rate of pay.

Section 2 - Compensatory Time Off: The City may compensate bargaining unit members with 480 hours of compensatory time off (CTO), in lieu of cash overtime, at the employee's election, at a rate of 1.5 hours for each hour worked over 182 in the 24-day work cycle. Once a unit member accrues 480 hours of CTO, the City shall pay overtime compensation in cash. The City shall not unreasonably deny a bargaining unit member the use of CTO.

Section 3 - Call-Back Pay: A bargaining unit member who has been released from duty and has left the work premises shall, if he/she is called back to duty, be paid a minimum of 2 hours. If the actual time traveling to and working a call-back to duty exceeds 2 hours and 30 seconds, the employee is entitled to receive pay for actual time to the half hour. Call-back pay as described in this section is paid at a 1.5 time rate. Travel time shall be compensated accordingly only if travel time is within County of Imperial.

Section 4 – Working Out of Classification: Any bargaining unit member who is required to accept or is assigned the responsibility and duties of a position or rank above that which he/she normally holds, shall be paid at the rate of the higher position or rank during the time he/she is required to perform in the higher position or rank.

Section 5 – Clothing Allowance: The City agrees to furnish \$1,500 including boots per year to each employee as clothing allowance. The City will provide the full allowance in a separate check on a date between July 1-14. Allowance is issued for purposes of complying with the Fire Department's Standard Operating Guidelines. In addition, each unit member (except the Fire Inspector) will be entitled to reimbursement upon submittal to the Department of a receipt for the cost of purchase incurred by the unit member for a pair of Wildland boots, not to exceed \$300. This is a one-time reimbursement to each unit member, applicable to purchase following ratification of this Agreement. Any unit member hired into the bargaining unit (except for a Fire Inspector) is eligible for the same one-time reimbursement for a purchase made during the term of this Agreement.

Section 6 – Longevity Pay: Bargaining unit members are entitled to longevity pay according to the following schedule: \$25.00 per month for 5 to 9 years of continuous service; \$40.00 per month for 10 to 14 years of continuous service; \$60.00 a month for 15-19 years of continuous service; \$80.00 for 20 to 24 years of continuous service; \$100.00 a month for 25 years and over of continuous service. This benefit is deleted as to all employees hired on or after January 1, 2002. Employees hired on or before December 31, 2001 shall be entitled to receive longevity pay until their employment with the City of Calexico is terminated.

Section 7 – Merit Raise System: The salary shown as Step 1 in the Firefighter's Salary Schedule for a particular classification shall be the normal entering salary for all positions within that classification. Advancement to Step 2 shall be made only after at least six months of service in Step 1 and only after receiving a grade of at least 70% on a standardized test regarding: a) practical – operations of trucks and equipment; b) written – Fire department duties and fire knowledge; and c) map – location of streets, etc. The merit increase due at Step 2 shall be postponed and given to the employee after completion of the employee's probation period. Employee shall be placed at Step 3 after successfully completing probationary period and only after receiving a grade of at least 70% on a standardized test regarding the areas described above. The employee shall receive 10% (step 2 and Step 3 combined) upon completion of probationary period. Advancement to Steps 4 and 5 shall be made only after at least one year of continuous service in the previous lower step and after receiving a grade of at least 70% on the standardized test. Advancement to Step 6 shall be after 5 years of service at Step 5.

Section 8 – Promotion Within the Unit: In case of promotion to another classification within the bargaining unit, the City shall give a compensation increase of not less than 5%. An employee who has attained Step 6 in his/her current grade prior to the promotion, shall be returned to Step 6 upon completion of his/her probationary period in the new classification.

Section 9 – Professional Development Program: For bargaining unit members who were hired prior to January 1, 2006, the member not on initial hire probation shall be paid for all college degrees earned from an accredited institution of higher education, pursuant to the following non-cumulative education incentive pay (an employee transferring from

another City department shall be considered an initial hire for the purposes of this section):

A. A salary increase of 5% upon completion of an AA or AS degree with a grade of "C" or better (but no unit member will receive more than one salary increase under this provision)

B. A salary increase of 10% upon a completion of a BA or BS degree or an (but no unit member will receive more than one salary increase under this provision).

This provision will apply only to unit members hired prior to January 1, 2006. However, any unit member receiving a stipend for college units (either 2.5, 5, or 7.5%), under an MOU effective prior to October 1, 2002, will continue to receive that stipend during his/her employment in the bargaining unit, until he/she qualifies for a higher stipend under this provision. A unit member receiving 5% stipend for units under a former MOU will, upon qualifying for an AA or AS degree stipend, receive only one such stipend, as all stipends are non-cumulative. All unit members hired on or after January 1, 2006, shall not receive any benefits under this Section.

Under this Professional Development Program, eligibility for the above-described stipends and salary increases are subject to the following conditions: (1) The employees interested in career advancement shall submit a request describing the educational opportunities to their department heads for review and consideration. The request must be job related and specific to the employee's position and department. (2) If the department head finds that the educational opportunity or degree obtained is specific to the employee's position with the City, then the department head will grant the applicable stipend or salary increase.

Section 10 – EMTII/Paramedic Pay: Certified EMT IIs and certified Advanced EMTs receive an additional 5% of base pay. A certified paramedic receives an additional 7.5% of base pay. No bargaining unit member may receive both incentive pays at a time. The City agrees to conduct a market study of certified paramedic incentive pays, and discuss a comparable rate adjustment, if any.

Effective January 1, 2002, employees may not use this incentive for credit towards the unit-based education incentive pay. All existing employees who have already received this credit shall be grandfathered in.

Section 11 – Re-Certification of EMTII/Paramedics: City agrees to pay \$200 for re-certifications of all EMTII/Paramedics. The department shall pay all costs associated with maintaining EMS Certifications. Bargaining unit members who the Fire Chief requires to attend skill-improvement classes shall be compensated for all expenses.

Section 12 – Cost of Living Increases: In addition to the 2% COLA increases paid in March and July 2020, bargaining unit members shall receive the following cost-of-living increases effective as follows:

July 1, 2021 ten percent (10%) salary increase.

July 1, 2022 ten percent (10%) salary increase.

Section 13 – Out of County Pay: Any bargaining unit member who is required to accept or is assigned work out of the County, shall be paid at the rate of 1.5 hours for each hour worked.

Section 14 – Hazmat Pay: Any bargaining unit member who is an active Hazardous Emergency Response Team (“HEAT”) member trained to the Technician or Specialist level shall receive an additional 2.5% of base pay.

ARTICLE 6 — RESIGNATION AND DISCIPLINE

Section 1 - Resignation: An employee may voluntarily separate from employment with the City. A month’s notice of intended separation is desired so that management may have sufficient time to obtain a necessary replacement, and minimum of 2 full weeks is strongly recommended.

Section 2 – Disciplinary Action: The Fire Chief may discipline any bargaining unit member, for just and valid cause. However, due, and careful consideration will be given to all facts surrounding the reason for discipline before the final action is taken. A bargaining unit member shall receive written pre-disciplinary notice regarding the facts and charges in any proposed disciplinary action that involves a loss of pay.

Section 3 - Appeal of Disciplinary Action: A bargaining unit member has the right to appeal discipline that involves a loss of pay to the Personnel Commission pursuant to Municipal Code Chapter 2.20. A final, written notice of discipline will inform or remind the bargaining unit member of this right.

Section 4 – Exit Interview: The Fire Chief will schedule an exit interview, with adequate lead time, with any bargaining unit member who is separating from City service. Any bargaining unit member leaving City employment under any circumstances must clear his or her records throughout-processing with the Finance Department before the final paycheck can be issued. Bargaining unit members shall return all equipment issued by the Fire Department and/or City of Calexico before the final paycheck can be issued.

ARTICLE 7 — GRIEVANCE PROCEDURE

Section 1 - Purposes: To provide the means for employees, recognized employee organizations, and management to resolve grievances in an orderly manner within a

reasonable time period; and to administer employer-employee relations through uniform and orderly methods of communication between employees and management.

Section 2 - Policy:

- A. Any bargaining unit member has the right to file a grievance without fear, intimidation, or coercion from any party;
- B. Any bargaining unit member may represent him/herself or request the assistance of an Association Representative at any or all steps in the grievance procedure;
- C. Grievances may be initiated by the employee, or the Association on the employee's behalf or on behalf of the Association;
- D. The bargaining unit member's or Association's first contact regarding job and working conditions is with the immediate supervisor and the supervisor shall attempt to settle grievances informally at that level;
- E. The immediate supervisor is responsible for informing employees about job requirements, personnel policies, and the work unit's relationship to the division, department, and the City as a whole;
- F. A grievant may attend a grievance meeting with a supervisor on his/her own behalf without loss of pay. One representative, who the grievant selects, may represent him/her at such grievance meeting without loss of pay.

Section 3 - Definition: A grievance is a claim, charge or dispute involving the following:

- A. The interpretation or application of any City rules, regulations, ordinance, resolution affecting an employee's wages, hours, or conditions of work; or
- B. The interpretation or application of the provisions of this MOU.
- C. Notwithstanding subsections (A) and (B) above, a grievance does not include any challenge to a disciplinary action.

Section 4 - Informal Grievance Procedure: The informal complaint procedure must be used before the formal grievance procedure. The grievant shall discuss his/her complaint with his/her immediate supervisor no later than ten (10) working days after the occurrence of the incident causing the grievance. If the immediate supervisor fails to reply within five (5) working days, or the grievant determines he/she is not satisfied with any decision within five (5) working days after receiving it, the grievant may utilize the formal grievance procedure.

Section 5 - Formal Grievance Procedure:

- A. The formal grievance procedure shall be initiated not later than ten (10) days after the discussion with the immediate supervisor in the informal procedure.
- B. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain:
 - 1. Name of Grievant
 - 2. Class Title
 - 3. Department
 - 4. Grievant's mailing address
 - 5. A clear statement of the nature of the grievance citing applicable ordinance, rules, regulations, or action
 - 6. The date upon which such grievance occurred
 - 7. The action taken as a result of the informal complaint procedure
 - 8. A proposed solution to the grievance
 - 9. Date of execution of the grievance form
 - 10. Signature of the grievant
 - 11. The name of the organization or individual, if any, representing the grievant
- C. The following steps are to be used to resolve the formal grievance:

Step 1. The written grievance shall be filed and presented to the second-level supervisor, who shall investigate the grievance and shall confer with the grievant, his/her representative, and any other employee or employees in an attempt to resolve the grievance. Within ten (10) working days after the written grievance is first submitted to second-level supervisor, said second-level supervisor shall make and file a decision in writing with the grievant, his representative and the Human Resources Department.

Step 2. If the issue is not resolved in Step 1, said written grievance shall be filed, with the department head, within not more than ten (10) working days from the receipt of the supervisor's response. A copy of such request shall be delivered to the Human Resources Department. Within ten (10) working days after the written grievance is first submitted to the department head, the department head shall make and file a decision in writing with the grievant, his/her representative, and the Human Resources Department.

Step 3. If the Fire Chief does not resolve the grievance to the satisfaction of the grievant, the grievant may, within not more than ten (10) working days from receipt of the Fire Chief's decision, request in writing that the City Manager or his/her designee consider the grievance. A copy of the request filed by the grievant shall be submitted to the Human Resources Department.

- (a) Within 10 working days after such request, the City Manager or designee shall investigate the grievance, confer with the persons affected and the grievant's representative, and render a decision in writing to the grievant, his/her representative, and the Human Resources Department.
- (b) The City Manager's or designee's decision shall be final and shall not be appealed.

Section 6 - Time Limits:

- A. The time limits of each step may be extended by mutual consent of the parties. The duration of the extension shall be in writing and signed by both parties involved at the step to be extended.
- B. If any grievance is not appealed within the stated time limits, or extensions of any of the above steps, the grievance shall be considered conclusively settled on the basis of the last disposition by appropriate authority. No further City appeal or review is available.
- C. If a supervisor or other appropriate authority fails to furnish a response within the required time limits, or extensions, of any of the above steps, the employee or Association may proceed with the grievance at the next appropriate step.

ARTICLE 8 — HOLIDAYS

Section 1- Observed Holidays: Authorized holidays are as follows and, except where the best interests of the City so require, municipals offices shall be closed on such days:

New Year's Day	Washington's Birthday	One (1) Floating Holiday
Labor Day	Cesar Chavez Day	Birthday
Martin Luther King's Day	Independence Day	Thanksgiving Day
Admission Day	Veteran's Day	Day after Thanksgiving
Memorial Day		Christmas Day

For non-shift Firefighters, if a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Exception to this rule is the Fire Department shift personnel, for whom the holiday is only honored on the actual calendar day. Temporary, seasonal shall not receive leave of absence pay for holidays. Persons employed on a permanent part-time basis, shall be entitled to receive holiday pay at one-half the regular rate. For time exchanges on Holidays, the compensation will be between the individuals involved without the responsibility to the City. The overtime will be paid to the person scheduled to work.

ARTICLE 9 — SICK LEAVE

Section 1 - Sick Leave- Regulations:

- A. Every bargaining unit member who has been employed in a regular position for at least thirty (30) days (as outlined in AB1522), except temporary, seasonal, or part-time employees, shall receive one (1) working day of sick leave with pay for each full month of employment or major portion thereof. Said regular employees may use their accrued sick leave as early as the 90th day of employment.
- B. Sick leave credit may be accumulated without limitation.
- C. A bargaining unit member on a 24-hour shift schedule may use: 1) sick leave for his or her own actual illness or injury; and 2) up to 72 hours of sick leave per year to attend to the illness of the member's child, spouse, or parent or any other reason allowed pursuant to AB 1522; and 3) up to 5 days of sick leave in the event of death of any relative of the first degree by blood or marriage.
- D. If sick leave for illness or injury exceeds 3 working days, the employee, prior to return to work, may be required to submit a statement of such disability from a physician, surgeon or other person practicing a recognized healing art. The statement shall certify that the employee's physical condition prevented him/her from performing the duties of his position during the period of absence. The physician statement requirement described here also applies to a bargaining unit member who takes sick leave or more than 3 consecutive working days to attend to the illness of the member's child, spouse, or parent.
- E. All sick leave shall be approved by the Fire Chief.
- F. Bargaining unit members employed on a permanent part-time basis shall be entitled to receive sick leave benefits at one-half the regular rate.
- G. If an employee sustains an illness or injury which is incurred in the course of employment with the City, he/she shall receive full pay for the waiting period following such disability as defined by state law. Such compensation shall not be deducted from the employee's sick leave credit.
- H. A bargaining unit member may use up to 72 hours of sick leave to attend a family emergency.

Section 2 - Sick Leave — Cash Compensation for Disability: When an employee incurs an on-the-job disability, he/she may request and receive cash compensation in lieu of sick leave to make up the difference between the employee's net salary and the amount he/she receives in state workers' compensation insurance benefits while disabled.

Section 3 - Sick Leave — Cash Compensation Upon Separation from Employment:

Upon separation from City employment, cash compensation shall be paid for accumulated sick leave as follows:

- A. Every bargaining unit member who has 20 to 39 days of accumulated sick leave shall receive one-month full pay.

Section 4 - Light Duty: A bargaining unit member requesting temporary light duty must provide the Fire Chief a written statement from a physician stating the work limitations and the length of time the work limitations are to be in effect. The Fire Chief will assess each request in light of the limitations at issue pursuant to the City’s Return to Work Policy, and confer with the Human Resources Director, to review, the needs of the department, and state and federal laws.

ARTICLE 10 — VACATION

Section 1 – Accrual: Vacation for full-time bargaining unit members on 24-hour shifts shall accrue at the following rate per Calexico Municipal Code section 2.40.090:

1 year to 5 years	7 calendar shifts per year
6 years to 10 years	8 calendar shifts per year
11 years to 15 years	9 calendar shifts per year
16 years or more	11 calendar shifts per year

Section 2 - Number of days: The Fire Chief schedules and approves vacation leave.

Section 3 - Accumulation: Effective January 1, 2002, a bargaining unit member ceases to earn vacation time once he/she accumulates the total number of hours/shifts that he/she can earn in his/her years of service. The total number of hours that can be earned by a member is based on each member’s length of continuous employment with the City. Accumulation limits shall be enforced at the following amounts:

1 year to 5 years	504.00 hours (7 shifts x 24 hrs x 3 years)
6 years to 10 years	576.00 hours (8 shifts x 24 hrs x 3 years)
11 years to 15 years	648.00 hours (9 shifts x 24 hrs x 3 years)
16 years or more	792.00 hours (11 shifts x 24 hrs x 3 years)

Section 4 - Separation from City: Upon separation from City employment, compensation shall be paid for vacation leave which has been earned but not taken.

ARTICLE 11 — OTHER LEAVES

Section 1 - Unpaid Leave of Absence: A bargaining unit member may be allowed a leave of absence without pay for up to 90 days upon the member’s written request, and the recommendation of the Fire Chief and the approval of the City Manager. While on unpaid leave, a bargaining unit member does not earn vacation, holiday, or sick leave.

Section 2 - Military Leave: Military leave shall be granted in accordance with the provisions of state law. Subject to military necessity, to the extent practicable and allowable under law, employees shall give his or her department head advance notice of pending leave.

Section 3 – Leave Conversion Procedure: Twenty-four hour employees reassigned to a 40-hour basis, or vice versa, shall have accrued leave converted on the following basis:

- A. To determine equivalent hours for new 24-hour employees, multiply hours times a conversion factor of 1.4.
- B. To determine equivalent leave hours for new 40-hour employees, multiply leave hours times a conversion factor of .7143.

Section 1 - Bereavement Leave. The City agrees to grant three (3) paid days for bereavement leave following the death of the following relatives of an employee:

Father (includes Step-Father); Father-in-law; Mother (includes Step-Mother); Mother-in-law; Sister; Sister-in-law; Brother; Brother-in-law; Wife; Husband; Registered Domestic Partner; Son; (includes step-son); Daughter (includes step-daughter); Grandfather; Grandmother; Son-in-law; Daughter-in-law; Grandchildren; Aunt; Uncle; Cousin.

An employee shall be excused from work by the City, upon the employee's request, for an additional two days following the death of a relative as defined herein, on the condition that the employee uses existing vacation leave, sick leave, or other accrued leave time.

ARTICLE 12 — HEALTH BENEFITS

Section 1 - Life Insurance: The City shall provide \$50,000.00 in life insurance coverage and \$50,000.00 for accidental death and dismemberment for each employee. The City will also provide \$2,500.00 life insurance for each employee's spouse, and \$2,500.00 life insurance for each employee's dependents.

Section 2 - Group Medical/Dental/Vision Insurance: The City agrees to pay 100% of the employee portion of the medical premiums for the term of this MOU.

The City and Association agree that the City's Health Plan does not cover lifestyle (not medically necessary) prescription drugs.

Section 3 – Waived Health Insurance Benefit: The City provides a health allowance for those employees who opt out of the health insurance coverage for the following reasons: 1) employee's spouse has a more attractive benefit package through the spouse's employer; and/or 2) employee is married to another City employee. The monthly health allowance is \$385.10 for family and \$182.24 for single. Employees may use the health allowance to enhance their dental program or to purchase additional

supplemental coverage through contracted medical providers with the City. Employees will have an opportunity to change their coverage only during open enrollment.

Section 4 – Employee Cafeteria Plan- The City will offer a flexible benefit plan also known as a “cafeteria” plan available to employees based on the concept of employee choice. Under this plan, employees have the opportunity to individually select the type of benefits and the level of coverage desired from a menu of options offered by the City during the annual open enrollment period.

The City’s cafeteria plan will offer pre-tax and after-tax options and is not subject to ERISA.

The only permitted choices of benefits for employees authorized under the Employee Cafeteria Plan are benefits from those providers, which have a contractual relationship with the City.

Open Enrollment Period: The City will allow an annual open enrollment period of not less than 30 days for employees prior to the start of the plan year for the next fiscal year, so that employees can choose benefits from the cafeteria plan.

Section 5 – Payroll Deductions: If an employee requests that the City make a payroll deduction to allow for a payment of a service or benefit through a non-medical and/or non-contracted provider with the City, a biweekly processing fee of \$5.00 will be added by the City to pay for the processing of the payroll deduction and payment. This \$5.00 processing fee shall not apply to payroll deductions for union dues.

Section 7 – Retiree Health Plan:

- A. The Retiree Health Plan Policy adopted by the City Council on May 18, 1993, outlines the criteria for the retiree health for those hired on or after May 18, 1993.
- B. Post-1993 Retiree Health Coverage: Any employee hired on or after May 18, 1993, shall pay a medical contribution based on the current cost of the City’s health plan and upon the years of City service upon their retirement from City service. The medical coverage will cap at age 65.
- C. Pre-1993 Retiree Health Coverage: For those employees who were hired before May 18, 1993, and who elect to continue coverage with the City’s health plan upon their retirement from City service, they shall be entitled to lifetime medical coverage. Cost of the coverage shall be \$120.00 a month. At age 65, the City’s health plan shall become secondary, and Medicare shall be primary, and all claims shall be adjudicated accordingly. Any eligible employee, hired before May 18, 1993, who retires from City service after July 1, 2008, shall have the option of either selecting Pre-1993 Retiree Health

Coverage, as described herein, or, in the alternative, if the employee chooses, the employee may elect the Post-1993 Retiree Health Coverage.

- D. Employees who are hired after July 1, 2008, shall not be entitled to medical insurance coverage when they retire from City service.
- E. Any employee who separates from City service shall be provided with COBRA notification by the City's Third Party Administrator. The City's Third Party Administrator shall handle the processing and collecting of retiree health contributions.
- F. Any retiree who is three (3) months delinquent from paying retiree health contributions shall be removed from the retiree medical coverage. Any retiree removed from the health plan for non-payment shall not be allowed to re-enroll in the health program. Any retiree who is removed from the health plan for non-payment shall be provided with COBRA notification by the City's third party administrator.

Section 8 - Annual Physicals: All full-time permanent bargaining unit members shall have mandatory physicals on an annual basis from a list of three (3) physicians provided by the City. Medical determination shall be given as "fit" or "not fit". Each "not fit" determination will be reviewed independently, and ample consideration will be provided based upon applicable City rules and regulations, state and federal guidelines governing worker's compensation, ADA, and Fire Fighter's SDF. Nothing in this section conflicts with the City's right to require a physical or mental, fitness determination whenever the City has reasonable cause to require same.

The City will provide each bargaining unit member an annual respiratory fitness exam. Such exam shall be conducted in the month of the employee's birth date falls.

ARTICLE 13 — RETIREMENT PLAN

Section 1 - PERS Retirement: The City shall continue its contract with the California Public Employee Retirement System (CalPERS). PEPRA Members retirement formula is 2.7% at 57 with Members paying a contribution of 13%. CLASSIC Members retirement formula is 2.0% @ 50 formula with Members paying a contribution of 9%. City pays 100% of the employer share.

ARTICLE 14 — DUES

Section 1 – Payroll Deduction: The City agrees to deduct union dues each pay period from the pay of those Association members who individually request in writing, that such deductions be made. The City shall remit the money's deducted each pay period to the Treasurer of the Association.

Section 2 - Agency Shop: Unit members who choose not to join the Association shall be required to pay the fair cost of representation as a condition to continued employment. It is agreed that this amount is identified as 75% of Association dues. This amount shall be deducted bi-weekly and remitted to the Association. Unit members who are not Association members may submit a written request to the Association President to have his/her agency fee distributed to one of the following charities:

1. Calxico Pop Warner
2. Calxico Little League
3. Catholic Community Service

ARTICLE 15 — PROBATION

Section 1 - Probationary Period.

- A. Probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and fitness of the employee to the assigned work. The probationary period for all Firefighters will be for one year.
- B. Employees transferring from one department to another will be subject to the probationary period of one year.
- C. All probation periods will be inventoried every 30 days for the first 90 days, at the end of six months, and annually thereafter.
- D. An evaluation assessment will be completed on an as needed basis to try and assist all probationary employees who are not performing to the expected standard. Probationary employees may be terminated after the second inventory assessment if they continue to fail to perform at the expected standard.
- E. Bargaining unit members will serve a probationary period of twelve (12) months for all promotional selections in the department. Failure to pass probationary will result in “bumping” rights back to the former position in the department.

ARTICLE 16 — SAVINGS, ZIPPER & DURATION

Section 1 - Savings Clause: If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or legislation, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect, and the City and the Association shall meet and confer to address any impact that the legislation has on the terms and conditions of employment.

Section 2 - Zipper Clause: This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU’s understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing

policies, rules, ordinances, and resolutions that do not conflict with the matters set forth herein remain in effect. Each party agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or addressed in this MOU during the term of this MOU. It is the intent of the parties that this MOU be administered and observed in good faith. Any additions or changes in this MOU shall not be effective unless reduced to writing and properly ratified and signed by both parties.

Section 3 – Term of MOU: The term of this MOU shall be July 1, 2021, and shall remain in full force and effect through June 30, 2023.

CALEXICO FIREFIGHTERS ASSOCIATION

Joshua Paddock Date

Matthew Bush Date

Oscar Pesqueira Date

Juan Contreras Date

CITY OF CALEXICO

Diego Favila, Interim City Manager Date

Approved by Council on _____, 2022

City Clerk: _____
Signature