

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1272
AND
THE CITY OF WATSONVILLE
2015 - 2017**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272
AND
THE CITY OF WATSONVILLE
2015 - 2017**

This Memorandum of Understanding sets forth the agreement between the representatives of the City of Watsonville (“City”) and International Association of Firefighters Local 1272 (“IAFF L-1272”) for the period of July 1, 2015 through June 30, 2017 as to all matters within the scope of representation for the employees of the City represented by IAFF L-1272. The parties hereto agree to jointly recommend to the City Council of the City of Watsonville that one or more resolutions be adopted effectuating the following changes in the salaries, benefits and other terms and conditions of employment for said employees in the Fire Unit.

All benefits currently in effect and not modified by this Agreement shall remain in effect for the term of this Agreement, except as provided herein.

1.0 GENERAL PROVISIONS

- 1.1 Effective July 1, 2015, and continuing through and including June 30, 2017, this Memorandum of Understanding (MOU) contains all items agreed upon by and between the City and the IAFF L-1272.
- 1.2 The Personnel Rules and Regulations of the City of Watsonville are not altered, changed or modified by this MOU unless a specific reference is made herein.

2.0 RECOGNITION

- 2.1 City hereby recognizes the Watsonville Professional Firefighters, affiliated with the International Association of Firefighters, Local 1272, as the only bargaining representative of all employees in the classification of Fire Captain, Fire Engineer, and Firefighter.
- 2.2 Pursuant to agency shop provisions in MOU Section 12.0, when a person is hired in any classification covered by this Memorandum of Understanding, the City shall notify the employee that the IAFF L-1272 is the recognized employee bargaining unit.

3.0 AUTHORIZED DEDUCTIONS

3.1 Dues

The City agrees to deduct from the wages of employees dues in the amount and for the term prescribed by members of the IAFF L-1272. Any employee desiring to have such deduction made must sign an appropriate Payroll Authorization Form. The City shall remit such deduction each

month to the IAFF L-1272 Treasurer in accordance with normal payroll procedure. Payroll Authorization Form is attached in Appendix D.

3.2 Hold Harmless

The IAFF L-1272 shall indemnify and hold City harmless from any and all claims, demands, suits, or any other action arising from the deduction of said sums, including all costs and attorney's fees incurred by the City in defending same.

4.0 **BULLETIN BOARDS**

Reasonable space shall be allowed on bulletin boards as specified by the Fire Chief for use by IAFF L-1272 to communicate with all employees. Posted material shall not be obscene, derogatory or of a partisan political nature, nor shall it pertain to public issues. All posted material shall bear the identity of the sponsor, shall be neatly displayed and shall be removed when no longer timely. The department shall remove any posted material that is contrary to this provision and strive to notify IAFF L-1272 within 24 hours after removal.

5.0 **MOU DISTRIBUTION**

For new employees only, the City will distribute to IAFF L-1272 members a copy of the signed Memorandum of Understanding.

6.0 **REASONABLE TIME OFF**

Employee members of IAFF L-1272 shall be allowed reasonable time off without loss of pay consistent with the MMBA for the purpose of participating in contract negotiations. Employee members of IAFF L-1272 shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for processing of grievances and contract compliance questions. There shall be no more than three (3) employees excused from their duties at any one time to participate in these functions.

7.0 **COMPENSATION**

7.1 Salary Adjustments

There will be no salary adjustments conferred during the term of this contract.

Job classifications and salaries for the term of this Agreement are attached in Appendix A.

7.2 Holiday Pay

Effective the first full pay period after July 1, 2015 employees in the unit will receive a base pay increase equivalent to 8% of base pay. This base pay increase will be implemented by increasing the Fire Captain, Fire Engineer, and Firefighter salary ranges and each corresponding step by 8%. This increase is in consideration for the elimination of holiday pay. After

receipt of this ongoing increase, employees will no longer receive holiday pay of any kind.

7.3 Call Back

Employees who are recalled to duty shall be entitled to a minimum of two (2) hours overtime compensation. Employees held over from a duty shift shall not be entitled to the two (2) hour recall minimum, but shall be entitled to regular overtime compensation.

7.4 Educational Incentive Pay

7.4.1 Upon completion of one (1) year of service, fire safety employees shall be eligible for the following educational bonuses up to a maximum of eight percent (8%) of base salary.

7.4.2 An employee who earns an associate degree or a bachelor's degree in the fire protection field from an accredited college shall receive bonus pay equal to three percent (3%) of that employee's base salary.

7.4.3 An employee who maintains current certification as an EMT-1(A) or EMT-1(P) shall receive bonus pay equal to two percent (2%) of that employee's base salary.

7.4.4 Effective July 1, 2011, an employee who successfully completes all of the educational requirements for the Fire Officer's series identified in the California Fire Service Training and Education System (CFSTES) through the Office of the California State Fire Marshal shall receive bonus pay equal to three percent (3%) of that employee's base salary.

7.4.5 In no case shall any employee receive combined education incentive bonus pay which exceeds eight percent (8%) of that employee's base salary. The City shall assist the firefighters as much as practical in gaining admission to the courses and/or programs listed above. The City shall not incur any liability for overtime for any firefighter attending these courses unless that firefighter is directed to attend by the Fire Chief. The firefighter shall provide for the necessary time to attend these courses through normal shift-trade and leave policies of the Department, if required.

7.4.6 In order to maintain the incentive pay for an Associate or Bachelor's Degree and/or Fire Academy Training specified in the MOU, continuing education shall be required. The annual continuing educational requirements shall include the satisfactory completion of a minimum of forty (40) hours or two (2) college quarter units (or equivalent semester units) of course work approved by the Fire Chief or designated representative. A

Firefighter who fails to meet the continuing education requirements for any fiscal year shall lose the fiscal year's incentive pay. If the Firefighter should successfully complete the continuing education requirement in a future year, the appropriate incentive pay shall be reinstated.

7.5 Deferred Compensation

Employees shall be allowed to participate in a deferred compensation plan.

7.6 Overtime

7.6.1 Employees not assigned to platoon duty shall be allowed to accrue up to forty (40) hours of C.T.O. in lieu of overtime pay. C.T.O. shall accrue at the established overtime rate of one and one-half (1-1/2) hours of C.T.O. for each one (1) hour of overtime worked.

Employees assigned to platoon duty shall not accrue C.T.O.

7.6.2 Overtime is defined as those hours worked in excess of forty (40) hours in a given scheduled work week for employees not assigned to platoon duty or those hours worked in excess of or in addition to the scheduled fifty-six (56) hours of work for employees assigned to platoon duty.

7.6.3 In addition to amounts payable pursuant to 7.6.2 above, unit employees shall earn Fair Labor Standards Act overtime in accordance with federal law.

7.6.4 Overtime will be rank for rank, except:

The Chief may first assign an employee in a lower rank to fill in for the position if there is an eligible employee available from the Temporary Upgrade ("TU") list if currently on shift and does not create overtime and will be evaluated at the end of the contract. If there is no employee available on shift from the TU list or available based on rank for rank, the Chief may assign any qualified employee on the overtime list. If there are no employees available after offering based on these options, the Chief may utilize the force hire list.

7.7 Uniform Allowance

The City will purchase and maintain (except cleaning) all required uniform and equipment for employees. The attached "Appendix B" lists the items to be supplied and maintained by the City. The City will replace uniforms two times per fiscal year. Absent unusual circumstances as determined by the Fire Chief, employees must pay the cost of any additional replacement uniforms beyond two per fiscal year. The City will reimburse, upon receipt, employees up to \$250 every other year for the purchase of station

boots that comply with department safety standards. Reimbursement for station boot purchase more frequent than every two years is at the discretion of the Chief. All rank specific uniform equipment (Rank Insignia, Rank Badge, Class A Hat, Years of Service Pins) will be provided upon promotion.

7.8 Forty Hour Workweek

- 7.8.1 Employees assigned a forty (40) hour workweek shall receive a five percent (5%) pay differential.
- 7.8.2 Fire Captains assigned a forty (40) hour workweek in the Training and Prevention Divisions shall receive a ten percent (10%) pay differential.
- 7.8.3 During the term this Agreement, if a Fire Captain position becomes vacant through attrition the City shall eliminate the forty hour (40) Fire Training Captain position.

7.9 Acting Out Of Class

Acting out of class pay shall be paid when an eligible employee acts in the higher position for two (2) or more hours during one shift or during consecutive shifts. Employees are responsible for recording acting out-of-class time on their timesheet.

7.10 Hazardous Materials Technician Pay

All persons certified as Hazardous Materials Technicians Shall be compensated with an additional two percent (2%) wage stipend effective with the pay period starting January 19, 2002.

Effective the first full pay period on or after July 1, 2007, the City will increase the compensation to five percent (5%) and reduce the number of employees assigned to Hazardous Materials Technicians to nine (9) to twelve (12) employees. The actual number of Technicians shall be determined by the Fire Chief. To be eligible for this stipend, each person must successfully bid by department seniority for the Hazardous Materials Technician positions at the regular shift bid and shall be required to be certified by successfully completing the following:

- 160 hours of classroom training;
- Initial field drills
- Passing an annual physical exam; and
- Continuous classroom training and field drills.

To obtain certification it is necessary that a standardized examination be successfully completed as administered by City staff.

Hazardous Materials Technician bids are completely separate from shift/station/apparatus bids.

The City shall pay for and supply the personnel with the required training and physical exams to maintain certification as a Hazardous Material Technician.

The City will make every effort to ensure continuing education and required certifications will be provided on duty for the Hazardous Material Technicians. In the event that required training is on an off duty day, the Technician shall be compensated by regular time and one half. Required certifications shall not be counted towards an employee's education incentive.

In either case, on duty or off duty, the City shall pay the cost of tuition, as well as any associated costs, i.e. required text books, mileage, meals and lodging when appropriate.

Technicians shall utilize local training opportunities when possible to keep additional costs associated with the class at a minimum.

8.0 INSURANCE

8.1 Health Insurance

8.1.1 The City shall retain in effect current health insurance coverage for all Unit employees. The City shall contribute the following amounts towards health insurance coverage for full time employees:

Per employee:	
July 1, 2015	\$1,068.02

8.1.3 Any increased medical costs occurring during the balance of this agreement shall be shared equally by the employees and the City.

8.2 Review of Insurance Coverage

The Unit agrees to participate jointly with the City and other employee groups in review of insurance coverage during the term of this agreement. Upon health insurance committee recommendations to change or modify insurance coverage, the parties agree to reopen negotiations on this issue only. Should changes occur due to insurance changes resulting in City costs below those set forth above, the intent of the parties is that the savings shall accrue to the employees.

8.3 Life Insurance

The City shall provide a \$50,000 life insurance policy for unit employees and Two Thousand (\$2,000) for dependents.

9.0 LEAVES

9.1 Vacation

9.1.1 Each member shall accrue vacation as specified below:

0-4 years of service	- 4 shifts per year
5-9 years of service	- 6 shifts per year
10-14 years of service	- 8 shifts per year
15-19 years of service	- 10 shifts per year
20 or more years of service	- 12 shifts per year

9.1.2 Employees may cash out annually in the last pay period in March accrued but unused vacation, provided that they retain on the books at least half their annual vacation accrual.

9.1.3 All employees may select as many shifts as granted in the employee annual accrual or up to eight (8), whichever is greater. Up to ten (10) of these shifts will be guaranteed, if selected as an original pick. Any vacations selected above the ten (10) shifts are tentative and could be cancelled if operationally unfeasible, as determined by the Chief. This leave limitation herein shall be for the term of the contract and until a successor MOU is executed.

9.2 Holidays

9.2.1 Employees assigned to a 40-hour work week due to a special assignment, modified duty, or other reasons as determined by the Fire Chief, will have the choice to work on the holiday and receive regular straight-time pay or utilize accrued leave in order to have the day off. On a case-by-case basis, the Fire Chief may consider a flexible schedule as an alternative.

9.2.2 All employees shall be subject to emergency recall and overtime assignments regardless of whether the need for the recall or overtime falls on a holiday.

9.2.3 The following holidays are observed by the City for the term of this agreement:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)

Thanksgiving Day
Friday following Thanksgiving (in lieu of Election Day)
December 24 (in lieu of Admission Day)
December 25 (Christmas)
December 31 (in lieu of Columbus Day)

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

Per section 7.2, in lieu of all holidays in this agreement and all future holidays, unit employees acknowledge that no holiday pay will be received and that an increase in base pay has been implemented to compensate employees for this change in order to comply with state law.

9.3 Sick Leave

9.3.1 Each employee shall accrue sick leave in the amount of fifteen (15) *hours* per month of service. Sick leave is payable only in the case of illness or injury, or as is otherwise provided by the Personnel Rules. Employees shall have sick leave charged against their sick leave accumulation on an hour for hour basis.

9.3.2 The maximum accumulation of unused sick leave is 1,500 hours (125 days or 62.5 twenty-four hour shifts). Sick leave accumulated in any calendar year in excess of 1,500 hours shall be paid at the rate of 50% of such excess. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (or 62.5 twenty-four hour shifts) (1,500 hours) at January 1 of each year.

9.3.3 Fire Department personnel assigned to 24-hour duty that leave work due to non-work related illness or injury must remain off work for the remainder of their shift.

9.3.4 Fire Department personnel on 24-hour duty may not schedule non-work related medical or dental appointments on work time unless it is demonstrated to the satisfaction of the Chief that the appointment is to treat an emergency or that it could not be scheduled off duty.

10.0 RETIREMENT

10.1 Tier 1: Retirement Plan for Employees hired on or before June 30, 2011

The City shall provide the following California Public Employees' Retirement System ("CalPERS") retirement plan for employees hired on or before June 30, 2011:

- (a) 3% at 50 formula
- (b) Final compensation based on the single highest year
- (c) 1959 Survivor Benefits with 25% increase
- (d) Government Code 21222.1 funded to May 31, 1983
- (e) Government Code 21222.2
- (f) Military service credit
- (g) Credit for Unused Sick Leave Option

10.2 Tier 2: Retirement Plan Employees hired on or after July 1, 2011

The City shall provide the following CalPERS retirement plan for employees hired between July 1, 2011 and December 31, 2012 and for Classic members as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, hired after July 1, 2011 the retirement formula shall be:

- (a) 3% at 55 formula
- (b) Final compensation based the average of the highest wages earned in any consecutive 3-year period
- (c) 1959 Survivor Benefits with 25% increase
- (d) Employee paid additional Military service credit
- (e) Credit for Unused Sick Leave Option

TIER 3: For new employees hired on or after January 1, 2013, the defined benefit retirement formula for all "new employees" in the Public Safety member classification, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is:

- (a) 2.7% at 57 formula
- (b) final compensation based on the average of the highest wages earned in any consecutive 3-year period.
- (c) 1959 Survivor Benefits with 25% increase
- (d) Employee paid additional Military service credit
- (e) Credit for Unused Sick Leave Option

10.3 Retirement Tax Deferment

The City shall maintain the IRS Section 414h(2) provision allowing employees to make the employee retirement contributions with pretax (tax deferred) dollars.

10.4 CalPERS Employee's Share

Effective the pay period including July 1, 2007, employees shall pay the 9% employee contribution towards CalPERS pursuant to the terms and conditions of IRS Code section 414(h)(2).

11.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Firefighters Local 1272 shall remain vested with the City, unless expressly abridged by this M.O.U. These rights include but are not limited to:

- the exclusive right to determine the mission of its constituent departments, commissions, boards;
- set standards and levels of service;
- determine the procedures and standards of selection for employment and promotions; subject to meet and confer requirements on changing promotional standards;
- direct its employees;
- establish and enforce dress and grooming standards;
- determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- maintain the efficiency of governmental operations;
- determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and intent of job classifications;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;

- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies; and
- exercise complete control and discretion over its organization and the technology of performing its work.

12.0 AGENCY SHOP

An election will be held for an agency shop agreement; if a majority of the members voting in the election vote for agency shop, an agency shop agreement shall be implemented. If implemented, Employees will be required to either join the Union or pay a service fee reflecting the cost of representation.

The City and Union agree:

- (1) Prior to the election Employees will be informed as to the provisions and practical effect of Agency Shop agreements.
- (2) The Union will indemnify and hold the City harmless from any and all liability arising out of the implementation and administration of the Agency Shop provision, should it be implemented.
- (3) The Union shall be responsible for enforcing the provisions of this section using appropriate civil procedures. The City is not responsible for disciplining employees for violation of this section

The Union agrees to adhere to all statutory and judicial requirements, and to maintain an appropriate complaint procedure. The Union shall also establish alternative procedures for employees who are members of bona fide religion, body, or sect which has historically held conscientious objections to joining or financially support any public employee organization, to make alternative charitable contributions in accordance with Government Code Section 3502.5.

13.0 EMPLOYEE RIGHTS

Employees shall retain their rights as specified by State and Federal law, including but not limited to Section 3500 et. seq. of the State of California Government Code. Should the City wish to make any changes on matters within the scope of representation, including job descriptions, personnel rules, grievance procedures, basic shift scheduling patterns, etc. during the term of this Agreement, it shall first provide reasonable notice and the opportunity to meet and confer to Local 1272.

14.0 PEACEFUL PERFORMANCE

During the life of this Agreement, Unit employees shall not engage in any work stoppages, strikes, slow-downs, or boycott picketing. No lock-outs shall be made by the City.

In the event that any employee covered by this Agreement, individually or collectively, violates the provisions of this section, Local 1272 shall make a good faith effort to stop such violations of this section.

15.0 MISCELLANEOUS

15.1 Professionalism Statement

It is understood that the term "related duties" as contained in the Department rules and in individual job classifications means that employees shall perform duties related to fire service as determined by the Fire Chief.

15.2 No Smoking for New Employees

All employees hired prior to June 30, 2003 shall be required not to smoke or use any tobacco products while on duty and all employees hired after June 30, 2003 shall be required not to smoke or use any tobacco products while on or off duty by reason of the Surgeon General's warning that smoking is hazardous to a person's health, and that heart and lung disease is considered "presumptive" job related injuries for fire service personnel. All new employees hired after June 30, 2003 shall be so informed and sign an agreement as follows:

"While on-duty or off-duty I will not smoke any tobacco substance. I understand that failure to comply with this requirement will lead to progressive disciplinary action and possible termination.

I fully understand the agreement and will abide by the requirements established herein.

Employee Signature

Dated

15.3 Residency Requirement

As a condition of employment, all Safety Employees hired by the Watsonville Fire Department after July 1, 1987, shall, within six (6) months of date of hire, establish a bona-fide residence and reside within a reasonable distance from the Watsonville Fire Department. Reasonable distance shall mean four (4) hours driving time from the nearest Fire Station, with the employee driving at posted speed limits.

The re-call policy shall also require four (4) hour response time.

15.4 Layoff

Prior to any subcontracting of Unit work which would result in the layoff of Unit personnel, the City shall provide reasonable notice to Local 1272 and, upon request, meet and confer prior to the effective date of any layoff.

City Rule 14, Layoff Policy and Procedure, Section 6, shall be modified for the employees in this bargaining unit to read as follows:

The order of layoff shall be as follows:

1. Temporary Employees assigned to platoon duties
2. Newly hired Probationary Employees
3. Permanent employees in inverse order of seniority based on hire date within the Fire Department, regardless of rank.

Notice to Local 1272 and employees regarding layoff:

When the City determines that it must implement a reduction in the work force, the City shall provide thirty-five (35) days advance written notice to Local 1272 and thirty (30) days advance written notice to the employee prior to the effective date of the layoff. The notice of lay-off shall contain the following:

1. Reason for the lay-off
2. Effective date of the lay-off
3. Conditions governing re-employment
4. Information regarding applying for unemployment insurance.

15.5 Bilingual Pay

Employees who can demonstrate proficiency in reading and speaking the Spanish language shall receive a bonus pay of five percent (5%) of base pay per month. This bonus shall apply to employees in regular active service to the City. The City shall establish a method of testing for competency in the Spanish language. An employee must pass the City's competency test on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Fire Chief.

15.6 Light Duty-Illness/Injury Report

- A. Reporting of initial injury or illness: The following is the Worker's Compensation policy applicable for job related illnesses or injury:
1. An employee receiving a job related injury or illness must immediately report the incident/injury to his/her Supervisor.
 2. The Supervisor must complete the City of Watsonville Incident Report and initiate Examination and/or Treatment Authorization form.
 3. If medical treatment is necessary, the employee must submit the Examination and/or Treatment Authorization form to the attending physician for completion. Each return visit requires that the form be filled out.
 4. The City Physician, shall be used for all non-emergency related injuries, unless the employee has designated (and filed with the Human Resources Department in writing) his/her personal physician prior to an accident.
 5. Life threatening or serious injuries shall be treated by the most appropriate emergency medical facility without delay. Call 911 for fire and ambulance response. As soon as practical, the Supervisor will make sure the proper forms are completed as described above.
 6. The physician will determine after examining the employee and applicable job description if the employee is:
 - (1) Able to return to full duty.
 - (2) Able to return to modified or light duty.
 - (3) Unable to return to regular or modified work and a possible date of return.
 7. The employee must return the Examination form (identified in Section A.2 above) to his/her Supervisor. If the employee is disabled, the Supervisor will attain the treatment form and personally notify the Department Head and the Human Resources Department of the employee's status as soon as possible after examination by the physician.
 8. The Supervisor will be responsible for keeping close attention to the employee's injury status and ability to return to work. Communication between the Department Head and the Human Resources Department will serve to insure the employee receives all appropriate medical treatment, receives all benefits under Workers' Compensation Law and the City's rules and is able to return to full duty as soon as is medically possible and appropriate.

B. Light Duty: If the physician's report indicates that the employee can return to work in a modified or light duty fashion, the following guidelines will apply.

1. The assigned work will emphasize duties that allow for quick and effective recuperation, prevent deterioration of work skills, result in productive and necessary job related light duty tasks to be performed, and the least amount of time lost to industrial accidents.
2. The Department Head will make a good faith effort to find an appropriate light duty work plan that meets the objective identified in the above-section. If no light duty work is available, the Human Resources Department will be contacted. The Department Head and the Human Resources Department will coordinate light duty assignments that other departments may have that will meet the objectives identified in Section B.1 above. In the event that the City determines that no light duty assignment is available, the employee will be placed on temporary disability or 4850 pay, if available.
3. If the employee is injured off duty and wants to return to light duty, the Department Head will determine if appropriate work is available. All other aspects of this procedure (i.e. doctor release) will be applicable when handling a non-work related injury. Priority shall be given to job-related injuries in assigning light duty, however. In the event that the City determines that no light duty assignment is available once the employee has exhausted all paid leave the employee shall apply for a medical leave of absence.
4. The City will determine the work schedule of light duty personnel. Light duty status will commence as soon as practical after the City has evaluated and accepted the physician's release and has identified an available light duty assignment. Employees on light duty shall not be eligible for premium pay under section 7.8 if working a forty-hour work week.

C. Fire Department Shift Personnel temporarily working forty (40) hour light duty schedules shall have time off charged/earned as follows:

1. Fire Department shift personnel on light duty and the Department will review any scheduled vacation that may occur during a proposed light duty assignment at the time that the assignment is considered. Vacation hours accumulated on shift duty may be taken hour per hour when on light duty status. No Firefighter will be forced to take a

light duty assignment that will result in the loss of a pre-scheduled vacation.

2. Fire Department shift personnel on light duty will continue to earn vacation hours as if they were still on platoon duty until such time as it is determined that the employee will no longer be able to return to shift work.
 3. Sick leave shall be charged at the rate of hour for hour.
 4. Employees assigned to a 40-hour work for modified duty will have the choice to work on the holiday and receive regular straight-time pay or utilize accrued leave in order to have the day off. On a case-by-case basis, the Fire Chief may consider a flexible schedule as an alternative.
 5. Paid time off shall be earned at fifty-six (56) hour rates.
- D. Return to regular work: The employee must furnish the Supervisor with a release form from the attending physician stating that the employee can return to regular work duty. The Supervisor must submit copies to Payroll and the Human Resources Department. The "injury status report" portion of the Examination and/or Treatment Authorization form will suffice as a release form when properly completed by the attending physician.

16.0 PARAMEDIC PROGRAM

1. Each employee who is licensed by the State of California and accredited by the County of Santa Cruz as a paramedic shall be eligible to receive a paramedic differential of 10% of their hourly rate for their assigned step, if assigned to paramedic duties by the Fire Chief.
2. If the performance or behavior of a paramedic is under investigation by the Fire Department or County Medical Director, the employee shall be removed from paramedic duties during the investigation, however, the paramedic differential pay will not be suspended until the investigation is complete. If the investigation results in a finding of misconduct, the employee will be removed from the paramedic program and paramedic incentive pay will immediately cease.
3. Paramedics, except for those who promoted from the position of Fire Fighter prior to June 20, 2003, may not decertify from paramedic status for at least five years from the date of hire, except in the case of promotion. Thereafter, paramedics may request decertification provided that the action will not reduce the number of paramedics then in active work status to less than nine. If a paramedic wishes to decertify, an open filing period will be posted announcing the decertification in which other paramedics may also request decertification. In the event there is more than one paramedic requesting decertification, the decision to decertify will be made on seniority in the rank of Paramedic/Fire Fighter.

4. Paramedics may apply for promotional opportunities within the Department for which they meet the minimum qualifications.
5. The City will make every effort to ensure continuing education and required certifications will be provided on duty. In the event that required training is on an off duty day, the paramedic shall be compensated by regular time and one half. Required certifications shall not be counted towards an employee's education incentive.
 - a. In either case, on duty or off duty, the employer shall pay the cost of tuition, as well as any associated costs, i.e. required text books, mileage, meals and lodging when appropriate.
 - b. Paramedics shall utilize local training opportunities when possible to keep additional costs associated with the class at a minimum.
6. Paramedic Preceptor Program

The City will pay paramedic preceptors a flat fee based on EMS School reimbursement to the City (usually about \$900 - \$1000 per student). Paramedics serving as preceptors shall be selected by the Fire Chief.
7. For employees in the Engineer and Captain ranks, the City will pay for the costs associated with maintaining the paramedic certification, including class fees and payment of overtime to take classes if necessary. Members in the Engineer and Captain ranks who possess a valid paramedic license shall be eligible for a premium rate of up to one-hundred and fifty dollars (\$150) per month at the discretion of the Chief.

17.0 COMPULSORY ARBITRATION FOR CITY OF WATSONVILLE FIRE DEPARTMENT EMPLOYEE DISPUTES

The City Charter section 1007 details a process for resolving disputes or controversies pertaining to wages, hours or terms and conditions of employment which remain unresolved after good faith negotiations between the City and the Watsonville Fire Department employee organization. A copy of City Charter section 1007 is attached to this MOU for reference.

18.0 SHIFT AND VACATION BIDS

Members shall bid shift and station/apparatus assignments every two years by seniority in rank. Picks shall be conducted in the month of November and changes shall be completed by January 30 of the following year. Once the shift bid is complete it shall be submitted to the Fire Chief for approval. The Fire Chief can change shift/station assignments for operational effectiveness of the Department.

Vacation picks for each shift shall be by department seniority and shall be completed by February 15th.

Ties in rank seniority shall be resolved by seniority within the Watsonville Fire Department.

19.0 SHIFT TRADES

The shift trade shall occur in accordance with the Department policy 2103.

20.0 SCHEDULE

1. Except in declared emergencies, the Fire Department platoon duty shall remain on a 48/96 shift schedule. This is a three-platoon system in which employees work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off. A typical work period is as follows:

X= Work Day and O = Day Off: XXOOOOXXOOOOXXOOOO and so on.

2. A shift is defined as consisting of 24 hours.
3. In the event a shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work on December 23rd. This change of assignment will be made administratively in January upon recognizing the scheduled holiday for the end of the year. This reassignment is not negotiable, but will remain subject to shift trades in order to allow employees to trade work schedules if desired in accordance with current policies.
4. The FLSA work schedule is 182 hours based on a 24-day cycle. Both parties accept the City's declaration of a 7-k exemption and agree to incorporate FLSA mandated overtime compensation for employees covered by the MOU.

21.0 REOPENERS

In the event that the City determines that layoffs or non disciplinary involuntary reduction in rank will be implemented during the term of this Agreement, both parties agree to re-open the MOU immediately upon notice by other party on the subject of economic concessions. Nothing in this section shall change or alter any provision of the City's Management Right as stated in section 11.0 of this Memorandum of Understanding.

22.0 401 (A)(H) DEFERRED COMPENSATION PLAN

1. The City offers a 401 (a)(h) deferred compensation plan to all bargaining unit employees. Employees on the payroll as of May 1, 1997, had a one-time opportunity to elect participation. Participation in the plan is mandatory for all bargaining unit employees hired after May 1, 1997.

2. The City and Union have selected the third party administrator and will retain the right to meet and confer on any changes in the third party administrator during the life of the 401(a)(h) plan.
3. Contributions shall be made to the plan for all employees electing participation per section 2 above. Contributions shall also be made to the plan for all employees hired after May 1, 1997; commencing with their third year of employment.

Annual contributions shall be equal to 72 hours of sick leave for employees with a balance in their sick leave account of at least 360 hours at the end of the first full pay period in December, which the City shall transmit to the third-party administrator *prior* to January 1 for the preceding year.

If the employee's sick leave balance falls below 360 hours by the first full pay period after December 1st, then the 72-hour credit shall not be applied for that year.

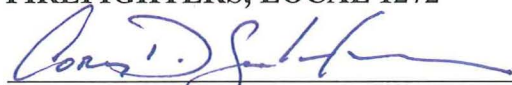
4. All disputes arising from the application of the 401(a)(h) plan shall be subject to final and binding arbitration.

23.0 ENACTMENT

This agreement shall become effective upon ratification by the City Council of the City of Watsonville, and shall remain in full force and effect until June 30, 2017, or until a new agreement has been executed. The City and Association will begin bargaining for a successor MOU no later than March, 2017.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1272

Date: 6.22.15


Corey Schaefer, IAFF Local 1272 President

 6/22/15
Chris Kramer, IAFF Local 1272 Vice President

 6.18.15
Almita Schaefer, IAFF Local 1272 Secretary

CITY OF WATSONVILLE

Date: 6/24/15


Marcela Tavantzis, Interim City Manager

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 MOU
APPENDIX A – SALARIES**

FISCAL YEAR 2015 – 2016

2015 – 2016 *								
56 HOUR WORK WEEK								
POSITION	RANGE	A	B	C	D	E	F	G
Firefighter	18-53	5,383.44	5,652.60	5,935.24	6,232.00	6,543.60	6,870.79	7,214.33
Fire Engineer	19-52	5,925.58	6,221.85	6,532.95	6,859.60	7,202.59	7,562.71	7,940.85
Fire Captain	20-52	6,568.14	6,896.54	7,241.37	7,603.45	7,983.61	8,382.80	8,801.93

2016 – 2017								
40 HOUR WORK WEEK								
POSITION	RANGE	A	B	C	D	E	F	G
Fire Inspector	22-03	5,455.82	5,728.61	6,015.05	6,315.80	6,631.59	6,963.16	7,311.32
Fire Captain/ Training	23-89	6,570.53	6,899.07	7,244.02	7,606.21	7,986.52	8,385.85	8,805.14
Fire Captain / Prevention	23-89	6,570.53	6,899.07	7,244.02	7,606.21	7,986.52	8,385.85	8,805.14

FISCAL YEAR 2016 - 2017

2015 – 2016 *								
56 HOUR WORK WEEK								
POSITION	RANGE	A	B	C	D	E	F	G
Firefighter	18-53	5,383.44	5,652.60	5,935.24	6,232.00	6,543.60	6,870.79	7,214.33
Fire Engineer	19-52	5,925.58	6,221.85	6,532.95	6,859.60	7,202.59	7,562.71	7,940.85
Fire Captain	20-52	6,568.14	6,896.54	7,241.37	7,603.45	7,983.61	8,382.80	8,801.93

2016 – 2017								
40 HOUR WORK WEEK								
POSITION	RANGE	A	B	C	D	E	F	G
Fire Inspector	22-03	5,455.82	5,728.61	6,015.05	6,315.80	6,631.59	6,963.16	7,311.32
Fire Captain/ Training	23-89	6,570.53	6,899.07	7,244.02	7,606.21	7,986.52	8,385.85	8,805.14
Fire Captain / Prevention	23-89	6,570.53	6,899.07	7,244.02	7,606.21	7,986.52	8,385.85	8,805.14

Holiday Pay incorporated into base salaries beginning in Fiscal Year 2015-2016

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 MOU
APPENDIX B – UNIFORM AND PROTECTIVE CLOTHING**

1. The City shall provide and maintain all personal protective clothing for Structural Fire Fighting, Wildland Fire Fighting, and Medical Emergency. The equipment provided by the City is listed below:

Structural Fire Fighting

Fire Helmet
Turnout Pants
Turncoat
Bunker Boots (Leather)
Gloves
Nomex Hood
Suspenders
Hose/Ladder strap
Pass Device
Flashlight
Goggles

Medical Emergency

EMS Jackets
Safety Glasses

Wildland Fire Fighting

Wildland Helmet
Wildland Coat
Wildland Pants
Wildland Boots
Wildland Gloves
Goggles
Fire Respiratory Masks and Hood
Equipment Bag
Flashlight

2. The City will provide and maintain (except cleaning) the following Station Work Uniforms and Equipment items for new employees for the first year as listed below:

Station Work Uniform

Nomex Shirts (2)
Nomex Pants (2 pairs)
T-Shirts (2)
Black Belt
Name Tag (2)
Department Badge (2)
Fire Department Cap (1)
Work Coveralls
Rank Insignia

Upon completion of probation a Class A Uniform is issued to each member.

Effective the first full pay period after July 1, 2015, each member shall receive:

Nomex Shirts (2)
Nomex Pants (2 pairs)
T-Shirts (2)
Fire Department Cap (1)

Effective the first full pay period after July 1, 2016, each member shall receive:

Nomex Shirts (2)
Nomex Pants (2 pairs)
T-Shirts (2)
Fire Department Cap (1)

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 MOU

APPENDIX C – CITY CHARTER FIRE ARBITRATION SECTION

SECTION 1007. COMPULSORY ARBITRATION FOR FIRE DEPARTMENT EMPLOYEE DISPUTES.

It is hereby declared to be the policy of the City of Watsonville that strikes by firefighters are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

If any firefighter employed by the City of Watsonville willfully engages in a strike against the City, said employee shall be dismissed from his or her employment and may not be reinstated or returned to City employment except as a new employee. No officer, board, council or commission shall have the power to grant amnesty to any employee charged with engaging in a strike against the City.

The City, through its duly authorized representatives, shall negotiate in good faith with the recognized fire department employee organization on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances submitted by either employee organization over the interpretation or application of any negotiated agreement including a provision for binding arbitration of those grievances. Unless and until agreement is reached through negotiations between the City and the recognized employee organization for the fire department or a determination is made through the arbitration procedure hereinafter provided no existing benefit or condition of employment for the members of the fire department bargaining unit shall be eliminated or changed, except as to individual employee discipline.

All disputes or controversies pertaining to wages, hours, or terms and conditions of employment, which remain unresolved after good faith negotiations between the City and the fire department employee organization shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization involved in the dispute.

Representatives designated by the City and representatives of the recognized employee organization involved in the dispute, controversy or grievance, shall each select one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and the employee organization, and shall serve as the neutral arbitrator and Chairman of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within

three (3) days after receipt of such list on one (1) of seven (7) to act as the third arbitrator, they shall alternatively strike names from the list of nominees until only one name remains and that person shall then become the third arbitrator and chairman of the Arbitration Board.

Any arbitration convened pursuant to this section shall be conducted in conformance with, subject, and governed by Title 9 of Part 3 of the California Code of Civil Procedure.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten-day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten-day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board together with any amendments or modifications agreed to by the parties shall be publicly disclosed and shall be binding upon the parties. The City and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the award.

The expenses of any arbitration convened pursuant to this section, including the fee for the services of the Chairman of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expense.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1272 MOU
APPENDIX D – PAYROLL AUTHORIZATION FORM**

PLEASE READ NOTICE CAREFULLY

You have been appointed to a class for which International Association of Firefighters Local 1272 (“IAFF Local 1272”), P.O. Box 1413 Watsonville, CA 95077 is the exclusive bargaining representative. IAFF Local 1272 and the City of Watsonville have entered into a Memorandum of Understanding that contains Agency Shop provisions. Under these Agency Shop provisions, you have the following rights:

1. To join the Union which represents your classification and to participate as a member; or
2. To have an automatic payroll deduction of Service fees (no voting privileges or other member benefits) for representation provided by the Union; or
3. To claim a religious exemption.*

** To file a claim for a religious exemption, you must obtain and complete a Religious Exemption Claim Form from the Human Resources Department and file it with this form before beginning work. To claim a religious exemption, you must be able to prove membership in a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting an employee organization.*

Your claim form will be forwarded to the Union for review pursuant to Section 12.0 of the Memorandum of Understanding. Until such time as your claim is approved, you must select Union Dues or Agency Fees. If you claim a religious exemption and the exemption is approved, you must authorize a payroll deduction in an amount equal to Agency Fees to a religious, non-labor, charitable organization. If your claim is approved, any Agency Fees or Union Dues you have paid prior to the approval of the claim will be paid over to the charitable organization.

YOU MUST CHECK ONE OF THE BOXES BELOW:

- I SELECT UNION DUES
- I SELECT AGENCY FEES

AMOUNT OF AUTHORIZATION

I hereby authorize the City of Watsonville Payroll Division to withhold from my salary the amount of \$150.00 monthly for IAFF Local 1272 Union Dues or Agency Fees. I consent to the adjustment of such deduction to conform to any future pay period change or to reflect any change in fees of which the Payroll Division may be advised by IAFF Local 1272. This authorization shall be in full force and effect until revoked by the undersigned or IAFF Local 1272. Agency Fees are equal to Union Dues.

Employee Name:			
Department/Job Title:			
Employee I.D. Number:		Date of Employment:	
Employee Signature:		Date Signed	