

MEMORANDUM OF UNDERSTANDING  
BETWEEN AND FOR  
CITY OF COALINGA  
AND  
THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
AFL-CIO, LOCAL 2305

## CONTENTS

ARTICLE 1.....	6
INTENT AND PURPOSE.....	6
SECTION 1.01. INTENTENT AND PURPOSE.....	6
ARTICLE II.....	6
FULL UNDERSTANDING.....	6
SECTION 2.01. FULL UNDERSTANDING.....	6
ARTICLE III.....	6
RECOGNITION AND NON-DISCRIMINATION.....	6
SECTION 3.01. RECOGNITION AND COVERED EMPLOYEES.....	6
SECTION 3.02. NON-DISCRIMINATION.....	7
SECTION 3.03. ASSOCIATION AFFILIATION.....	7
SECTION 3.04. PARTICIPATION IN UNION ACTIVITIES.....	7
ARTICLE IV.....	7
DUES DEDUCTION.....	7
SECTION 4.01. DUES DEDUCTION.....	7
ARTICLE V.....	7
AUTHORIZED REPRESENTATIVES.....	7
SECTION 5.01. AUTHORIZED REPRESENTATIVES.....	7
SECTION 5.02. TIME OFF FOR REPRESENTATIVES.....	7
ARTICLE VI.....	8
HOURS AND WORKING CONDITIONS.....	8
SECTION 6.01. ON-DUTY PHYSICAL FITNESS TRAINING.....	8
SECTION 6.02. ON-DUTY TRAINING.....	8
SECTION 6.03. GROCERY STORE PRIVILEGES.....	8
SECTION 6.04. FIRE LINE MEALS.....	8

SECTION 6.05. RESIDENCY REVIEW.....9

SECTION 6.06. TRAINING TIME.....9

SECTION 6.07. PROMOTIONS.....9

SECTION 6.08. PROMOTIONS TO FIRE ENGINEER.....9

SECTION 6.09. ADOPTION OF 48/96 WORK SCHEDULE.....10

SECTION 6.10. MATTRESS REPLACEMENT.....10

SECTION 6.11. STATION CARPET CLEANING.....10

ARTICLE VII.....10

WAGES.....10

SECGTION 7.01. WAGES.....10

SECTION 7.02. SALARY ADJUSTMENTS.....11

SECTION 7.03. OUT-OF-CLASS PAY.....11

SECTION 7.04. EDUCATIONAL ACHIEVEMENT COMPENSATION.....11

SECTION 7.05. LONGEVITY PAY.....11

SECTION 7.06. FLSA OVERTIME.....12

SECTION 7.07. COMPENSATORY TIME ACCRUAL.....12

SECTION 7.08. OVETIME FOR LATE NOTICE SICK LEAVE COVERAGE.....12

SECTION 7.09. CALLBACK PAY.....12

SECTION 7.10. PARAMEDIC PAY.....12

SECTION 7.11. PARAMEDIC PRECEPTOR PAY.....12

SECTION 7.12. ENGINEER/PARAMEDIC INCENTIVE PAY.....12

ARTICLE VIII.....12

VACATION AND SICK LEAVE.....12

SECTION 8.01. VACATION AND SICK LEAVE ACCRUALS.....12

SECTION 8.02. VACATION AND SICK LEAVE CAPS.....13

SECTION 8.03. COVERSION OF SICK LEAVE.....13

SECTION 8.04. BEREAVEMENT LEAVE.....13

SECTION 8.05. CATASTROPHIC LEAVE BANK.....13

SECTION 8.06. HOLIDAY LEAVE.....14

SECTION 8.07. VACATION CASH OUT.....14

ARTICLE IX.....14

HEALTH AND WELFARE.....14

SECTION 9.01. COMPREHENSIVE BENEFITS PACKAGE.....14

SECTION 9.02. HEALTH AND LIFE INSURANCE COMMITTEE.....15

SECTION 9.03. RETIREMENT PLAN.....15

SECTION 9.04. DEFERRED COMPENSATION.....16

SECTION 9.05. HANDLING OF ICMA CONTRIBUTIONS.....16

SECTION 9.06. STATE DISABILITY INSURANCE.....16

SECTION 9.07. FLEXIBLE SPENDING ACCOUNT FOR REIMBURSED MEDICAL AND DEPENDANT  
CARE EXPENSES.....16

SECTION 9.08. CALIFORNIA LABOR CODE SECTION 4850.....16

SECTION 9.09. FITNESS EQUIPMENT MAINTENANCE ALLOWANCE.....16

ARTICLE X.....17

SECTION 10.01. UNIFORM ALLOWANCE.....17

SECTION 10.02. EQUIPMENT PURCHASE/MEMENTO.....17

SECTION 10.03. UNIFORM CHANGES.....17

SECTION 10.04. EQUIPMENT.....17

ARTICLE XI.....18

CITY RIGHTS.....18

SECTION 11.01. CITY RIGHTS.....18

DEMOTE OR TRANSFER ANY EMPLOYEE.....19

ARTICLE XII.....19

GRIEVANCE PROCEDURE.....19

SECTION 12.01. GRIEVANCE PROCEDURE.....19

ARTICLE XIII.....19

**AMERICANS WITH DISABILITIES ACT.....19**

**SECTION 13.01. AMERICANS WITH DISABILITIES ACT.....19**

**ARTICLE XIV.....20**

**FUTURE NEGOTIATIONS.....20**

**SECTION 14.01. FUTURE NEGOTIATIONS.....20**

**SECTION 15.01. WAIVER OF APPEAL.....20**

**ARTICLE XVI.....20**

**SAVINGS.....20**

**SECTION 16.01. SAVINGS.....20**

**ARTICLE XVII.....21**

**DURATION OF AGREEMENT.....21**

**SECTION 17.01. DURATION OF AGREEMENT.....21**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding entered into on August 5, 2021, by and between the City of Coalinga, hereinafter referred to as the "City", and The International Association of Firefighters, AFL-CIO Local 2305, hereinafter referred to as the "Association" has an effective date of July 1, 2021.

### **ARTICLE I INTENT AND PURPOSE**

#### **SECTION 1.01. INTENT AND PURPOSE.**

The intent and purpose of this Agreement is to foster open communication and a spirit of good will between the employees of the City represented by The International Association of Firefighters, AFL-CIO Local 2305 a recognized unit of representation and the City of Coalinga, a Municipal Corporation and political subdivision of the State of California, regarding the mutual obligation of the parties to meet and confer in "good faith" regarding wages, benefits, and other terms and conditions of employment as required by that section of the California Government Code known as the Meyers-Milias-Brown Act.

### **ARTICLE II FULL UNDERSTANDING**

#### **SECTION 2.01. FULL UNDERSTANDING.**

The Association and the City agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on the terms and conditions of employment specifically addressed herein.

### **ARTICLE III RECOGNITION AND NON-DISCRIMINATION**

#### **SECTION 3.0 1. RECOGNITION AND COVERED EMPLOYEES.**

The City hereby confirms its continued recognition of the Association as the exclusive representative of all regular full time and probationary employees within the job classification listed below as covered by this Agreement, subject to an individual employee's right to self-representation as provided by Government Codes Section 3502.

Employees in the following classifications are covered by this agreement:

Fire Captain  
Fire Engineer  
Firefighter/Paramedic Firefighter/EMT  
Firefighter (Trainee)

Management, temporary, volunteers, reservists, part-time, and civilian employees of the Fire Department are not included in the recognized unit of representation and are not covered by this agreement.

### **SECTION 3.02. NON-DISCRIMINATION.**

The City and the Association agree that there will be no discrimination against any employees because of race, religious creed, color, sex, sexual harassment, national origin, age, marital status, medical condition, sexual orientation, physical or mental disability or any other basis protected by federal, state, or local law or ordinance or regulation.

### **SECTION 3.03. ASSOCIATION AFFILIATION.**

The City and the Association agree to protect the rights of all employees to exercise their free choice to join or refrain from joining the Association.

### **SECTION 3.04. PARTICIPATION IN UNION ACTIVITIES.**

The City agrees not to intimidate any employee or attempt to restrain any employee or in any way limit the full and free expression of any employee's rights to participate in the Association's lawful activities. The Association and its members agree not to intimidate, restrain, or otherwise coerce any employee exercising their right to full and free expression and their right not to join the Association or participate in Association activities.

## **ARTICLE IV** **DUES DEDUCTION**

### **SECTION 4.01. DUES DEDUCTION.**

The City agrees to withhold from Association member's pay, the appropriate amount required by the Association for dues. The amount to be withheld shall be the annual amount required pro rata on a bi-weekly basis. The member, prior to withholding, shall be required to sign an authorization for the City to withhold such an amount. In addition, the City agrees to forward to the appropriate Association representative the total amount withheld on a bi-weekly period within a reasonable time period following the pay period.

## **ARTICLE V** **AUTHORIZED REPRESENTATIVES**

### **SECTION 5.01. AUTHORIZED REPRESENTATIVES.**

For purposes of administering the terms and provisions of the various ordinances, resolutions, rules, and regulations adopted with this Memorandum of Understanding, City's principal authorized agent shall be the City Manager or designated representative(s); the Association's principal authorized agent shall be the president of the Association. In addition to the President, up to three members of the Association may be designated to represent the Association. Such designation shall be in written form and signed by the President.

### **SECTION 5.02. TIME OFF FOR REPRESENTATIVES.**

The City will allow reasonable time off for the Association's representatives to attend meetings with City representatives for the purpose of negotiating a successor agreement, processing grievances pursuant to the City's grievance procedure, and representing Association members in internal discipline matters. However, any such time must be approved in advance by the Fire Chief, the City Manager or an

authorized representative of the City. No more than two (2) Association representatives may be released from work at one time. However, nothing shall prevent "off duty" representatives from attending to any Association matters.

## **ARTICLE VI**

### **HOURS AND WORKING CONDITIONS**

#### **SECTION 6.01. ON-DUTY PHYSICAL FITNESS TRAINING.**

The City and the Association agree that it is the responsibility of each employee of the Fire Department to maintain their physical fitness for duty. Therefore, in order to encourage, facilitate, and support employees in maintaining their physical fitness, the City agrees to continue to maintain an "on-duty" physical fitness program for the benefit

of the City and Association members as follows:

1. Participation in the program is voluntary. Physical fitness training shall not be conducted so as to interfere with the Fire Department's emergency response capability and responsibilities, routine Fire Department maintenance activities and other business, training and drills, and/or club meetings. At the discretion of the on-duty Officer-in-Charge, employees may engage in physical fitness training either in or out of the fire station
2. Physical fitness training outside the station shall be limited to the Fitness Center, high school track and Keck Park handball/racquet ball courts and Swim Complex and shall be limited to not more than two (2) hours per shift.
3. Fire personnel not on-duty may use the weight room at any time, provided such activity does not interfere with the work of the on-duty personnel. In this regard, the determination of the Fire Chief or the on-duty Officer-in-Charge shall be final.

#### **SECTION 6.02. ON DUTY TRAINING.**

The Chief, in his/her sole discretion, or the Chiefs designee may approve paid time off to attend approved fire department related training provided the shift is fully staffed, and the Chief is satisfied the capability of the department to respond to emergencies will not be compromised.

#### **SECTION 6.03. GROCERY STORE PRIVILEGES.**

Employees will be allowed to make one twenty (20)-minute trip to and from the grocery store per day to purchase items for "joint effort" meals during on-duty hours with the use of City equipment for transportation.

#### **SECTION 6.04. FIRE LINE MEALS.**

The City will provide meals when firefighters work through the established mealtime (7-8 a.m., noon-1 p.m. 5-6 p.m.) when working an emergency as determined by the Chief or his designee based on the severity of the incident.



**SECTION 6.05. RESIDENCY REVIEW.**

The City acknowledges that the existing residency requirement as set forth in the Municipal Code requiring residency within the City limits of Coalinga is illegal and contrary to the Constitution of the State of California. The parties agree that establishing residency requirements based on response time is permissible. The City and the Association agree to have further discussions regarding the establishment of reasonable response times and programs and/or incentives to encourage employees to reside in the City and/or the greater Coalinga area. The City and Association agree to use their best efforts to address this matter during the 2006/2007 fiscal year. No resident or response time is required at this time.

**SECTION 6.06. TRAINING TIME.**

Employees shall not be required to use leave balances for any training that is approved by the Fire Chief or his designee that is required or is expected to be completed for career development. Employees shall receive a minimum of seventy-two (72) hours of training time each fiscal year. This will encourage department personnel to use their training budget without using personal time.

Each employee may use up to seventy-two (72) hours of training time per fiscal year that creates overtime. If training time does not affect overtime, that training time will not be pulled from the training time bank. Employees may elect to use vacation time if all banked training hours are used.

Each employee will be given a training budget of one thousand five hundred dollars (\$1500) per fiscal year. The City agrees to pay for any city requested or required training prior to the beginning of the training. That money can be used to attend training classes in accordance with the established training policy. The training money will only be used for tuition, lodging and course material.

**SECTION 6.07. PROMOTIONS.**

The Department shall post a promotional flyer within thirty (30) days of there being an opening of an internal promotional position. The promotional process shall take no longer than sixty (60) days to complete. In the event of an immitigable or unforeseen emergency, the process may be extended as reasonably necessary after an agreement to extend the process has been reached between the City and Association.

**SECTION 6.08. PROMOTIONS TO FIRE ENGINEER.**

The parties agree that when a Firefighter/Paramedic promotes to the position of Fire Engineer, the following rules will apply:

- a) The Fire Engineer will not be forced to fill an empty Firefighter/Paramedic position for sick, vacation, compensatory, administrative, or training leave coverage.
- b) The Fire Engineer will only be utilized, while on shift, as the Firefighter/Paramedic if no others are available to cover call back units.
- c) The City will continue to pay for recertification and continued education to maintain paramedic certification for Fire Engineers.
- d) The Fire Engineer will be eligible for overtime in a Firefighter/Paramedic position.
- e) The Fire Engineer may be used as a Firefighter/Paramedic for call back.

#### **SECTION 6.09. ADOPTION OF 48/96 WORK SCHEDULE.**

The parties agree to implement a "48/96" work schedule. A working shift shall consist of twenty-four (24) hours. Scheduling of work shifts shall be based on calendar months. Employees work an average of 56 hours per week and 2912 hours per year. Employees currently work a rotating 48/96 shift schedule consisting of a two (2) shifts on duty followed by four (4) shifts off duty. A shift shall commence at 0700 and terminate at 0700 the following morning.

Shift personnel who are moved from a 56-hour work week to a 40-hour work week shall be paid at rate of 1.4 of their base hourly-rate. Paying members at the rate 1.4 of the base hourly rate will keep the 40-hour employee whole with their pay and will not affect their retirement earnings.

Any employee assigned to a 40-hour work schedule shall continue to receive the same leave accruals (sick leave and vacation) as an employee assigned to a 56-hour work schedule.

#### **SECTION 6.10. MATTRESS REPLACEMENT.**

The City shall replace all station mattresses with new mattresses every ten (10) years. The cost of the replacement mattresses shall not exceed twelve-thousand six-hundred dollars (\$12,600).

#### **SECTION 6.11. STATION CARPET CLEANING.**

The City shall pay to have the carpet in the fire station professionally cleaned annually. The cost to the City shall not exceed \$800.00 annually.

### **ARTICLE II WAGES**

#### **SECTION 7.01. WAGES.**

The City and Association agree there will be no equity or COLA increases for the duration of this MOU.

#### **SECTION 7.02. SALARY ADJUSTMENTS.**

The City and Association agree there will be no salary adjustments for the duration of this MOU.

#### **SECTION 7.03. OUT-OF-CLASS PAY.**

Employees requested to work out-of-class must do so for two (2) complete consecutive shifts and be present, working, and fulfilling all duties of the higher classification to receive out-of-class pay. Employees shall receive pay at the rate of five percent (5%) of base salary or at the first step of the out-of-class position, whichever is greater. Out-of-class pay shall be granted retroactive to the first day. When working out-of-class, employees will receive their regular pay when taking any form of paid leave, not their out-of-class pay.

#### **SECTION 7.04. EDUCATIONAL ACHIEVEMENT COMPENSATION.**

Completion of educational courses, certificates, and degrees that enhance the services provided by the Coalinga Fire Department shall be compensated through December 31, 2018 as follows:

1. Associate of Arts/Associate of Science - \$150.00 per quarter.
2. Bachelor of Arts/Bachelor of Science - \$300.00 per quarter.

The degree must be from an accredited institution and documented by the HumanResources Manager.

The maximum educational pay shall be \$300.00 per quarter.

Effective January 1, 2019 the educational incentive pay shall be as follows:

3. Associate of Arts/Associate of Science -1.25% of base rate of pay.

4. Bachelor of Arts/Bachelor of Science -2.5% of base rate of pay.

The degree must be from an accredited institution and documented by the HumanResources Manager.

The maximum educational pay an employee may receive shall be three and three-quarter percent (3.75%).

#### **SECTION 7.05. LONGEVITY PAY.**

Beginning the pay period following the tenth (10<sup>th</sup>) anniversary date of service to the City, an employee shall be entitled to longevity pay of one and a half percent (1.5%) above base pay. Beginning on the fifteenth (15<sup>th</sup>) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and a half percent (1.5%) above base pay. Beginning the pay period following the twentieth (20<sup>th</sup>) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and a half percent (1.5%) above base pay. Longevity pay only applies if the employee has had no safety violations or formal disciplinary actions in the most recent 12-month period immediately preceding the pay and an overall rating of competent on the most recent annual performance evaluation.

#### **SECTION 7.06. FLSA OVERTIME.**

The parties agree the City will compensate the employees for overtime pay at one and one-half (1-1/2) times the regular rate of pay for all time in excess of scheduled hours. For the purposes of calculating FLSA overtime pay, the use of any paid leave shall be recognized as compensable when calculating overtime.

All Personnel will be compensated (portal to portal) beginning at the time of dispatch to their return to jurisdiction when equipment and personnel are in service to the incident agency response. This agreement will apply to all personnel dispatched to the incident regardless of their assignment. While on a strike team deployment, personnel will be compensated at their regular rate during their normally assigned shifts and at the overtime rate on days which they are not normally assigned.

#### **SECTION 7.07. COMPENSATORY TIME ACCRUAL.**

Employees may accumulate up to one hundred and twenty (120) hours of compensatory time. Employees with one hundred and twenty (120) hours of compensatory time will be paid at the overtime rate and will not be eligible to earn additional compensatory time.

#### **SECTION 7.08. OVERTIME FOR LATE NOTICE SICK LEAVE COVERAGE.**

An employee required to work back-to-back shifts to cover for an employee giving less than twenty-four (24) hours' notice of intended absence due to sickness will be compensated at the overtime rate.

**SECTION 7.09. CALLBACK PAY.**

Employees called back to work by the Fire Chief or the Officer-in-Charge for the periods specified shall be paid a minimum of four (4) hours overtime pay. Call back includes mandatory training on regular days *off*, participation in volunteer firefighter club, and training drills on days off. A hold-over to cover a twenty-four (24)-hour shift is not a call back.

**SECTION 7.10. PARAMEDIC LIAISON OFFICER PAY.**

The parties agree employees assigned by the Fire Chief to serve as the Paramedic Liaison Officer on behalf of the City shall be compensated at a flat rate of \$100 per month.

**SECTION 7.11. PARAMEDIC PRECEPTOR PAY.**

The parties agree employees in possession of a Fresno County Paramedic Preceptor Certificate will receive a stipend in the amount of \$250 per year paid on or about each succeeding November 1 through regular payroll.

**SECTION 7.12. ENGINEER/PARAMEDIC INCENTIVE PAY.**

The parties agree Engineers with current, valid Paramedic certification shall receive incentive pay in the annual amount of \$3,500 which will be paid on or about each December 1 through regular payroll. The Human Resources Director will determine eligibility for Engineer/Paramedic Incentive Pay by verifying current Paramedic certification and notify the payroll office by providing a list of names of the eligible employees.

**ARTICLE VIII**  
**VACATION AND SICK LEAVE**

**SECTION 8.01. VACATION AND SICK LEAVE ACCRUALS.**

The following accrual schedule shall be used:

Per Year

*Sick Days	12-days	288-hours
*Vacation Days	6-days	First Year of Service
	8-days	Second Year of Service
	12-days	Third Year of Service

Accrued on a per pay period basis

**SECTION 8.02. VACATION AND SICK LEAVE CAPS.**

The following listed caps shall be used:

For employees hired on or before December 5, 2018:

Vacation	600-hours
----------	-----------

Sick Leave	2,160-hours
------------	-------------

For employees hired on or after December 6, 2018:

Vacation	400-hours
Sick Leave	1,600-hours

### **SECTION 8.03. CONVERSION OF SICK LEAVE.**

Employees may convert sick leave accruals over 480 hours for all or a portion of dependent health care premiums, to an AFLA.C health account, or to ICMA 457 Deferred Compensation Plan, pursuant to maximum annual contribution regulations established by the Internal Revenue Service. With respect to a deferred compensation conversion, employees who qualify must notify the Human Resources Department of their decision to convert sick leave by December 1. The Human Resources Department will notify payroll and the conversion shall take place within thirty (30) days.

### **SECTION 8.04. BEREAVEMENT LEAVE.**

Bereavement leave with pay shall be granted to all regular and probationary employees upon the death of a family member. Family members are defined to include husband, wife, father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepfather, stepmother, aunt, uncle, children, step children, grandmother, grandfather, grandchildren, or any other person living in the same permanent residence as the employee or any other relative approved by the Fire Chief. The signature of the Fire Chief on the employee's timecard noting Bereavement Leave shall be the only approval needed for Bereavement leave to be paid out. No other verification is needed by payroll, including but not limited to, the relationship of the family member to the employee. Such leave of absence is not to exceed three (3) shifts, or five (5) shifts if out of state travel is required.

### **SECTION 8.05. CATASTROPHIC LEAVE BANK.**

The parties agree that the Human Resources Director will establish a Catastrophic Leave Bank (CLB). An employee may request, in writing to the Human Resources Director, that a specified number of hours of his/her accrued sick leave be transferred from his/her account to the CLB. The Human Resources Director will notify payroll to deduct X number of hours from the employee's sick leave bank and the HR Director will then add the deducted number of hours to the CLB.

The maximum number of hours which may be transferred in any one fiscal year is two hundred and forty (240). Employees requesting to transfer his/her sick leave hours to the CLB must transfer a minimum of twenty-four (24) hours. Any sick leave hours which are transferred from any employee's account to the CLB may not be returned or restored to that employee (this does not prevent the employee from receiving leave from the CLB due to his/her own serious illness or injury). To receive leave from the CLB, an employee who is himself/herself in need of leave due to his/her own serious illness or injury, may request, in writing to the Human Resources Director, that a specified number of hours of leave be transferred from the CLB to his/her account. Such request may be made prior to the employee exhausting his/her own sick and vacation leave accruals, however, the transferred hours from the CLB will not be used until the employee has exhausted all of his/her own sick and vacation leave accruals. The request must include the employee's name, job title, and a description of why the

leave is needed and the expected duration of the leave. Once the request is approved by the Human Resources Director, the Human Resources Director will notify the payroll office to add X number of hours to the recipient employee's sick leave account and the Human Resources Director will deduct the equivalent number of hours from the CLB.

The leave will be transferred in and transferred out of the CLB hour for hour.

The decision of the Human Resources Director concerning the approval of leave pursuant to this section is final and not subject to the grievance procedure, judicial review or review by the City Manager or City Council.

The Human Resources Director will provide the Association with a monthly report documenting activity of the CLB.

#### **SECTION 8.06. HOLIDAY LEAVE.**

The parties agree employees shall receive twenty-four (24) hours in a Holiday Leave for all City recognized holidays. Holiday Leave shall be granted for recognized holidays worked. Employees shall be allowed to carry over a maximum of 120 hours of Holiday Leave per fiscal year.

#### **SECTION 8.07. VACATION CASH OUT.**

At the employee's written request to Human Resources, the City will convert, at the then current rate of pay, up to forty-eight (48) vacation hours to cash through payroll. Employees must state in their written request whether they wish to have the cash paid in their regular payroll check or a separate check issued by payroll. Employees may only request two vacation cash out per fiscal year.

### **ARTICLE IX HEALTH AND WELFARE**

#### **SECTION 9.01. COMPREHENSIVE BENEFITS PACKAGE.**

The City will continue to provide its employees a comprehensive Health, Dental, Vision, Life, and Disability benefits package that consists of the following:

A. Medical, hospital, chiropractic, dental and vision. The City's cost of this coverage is 100% for employees and 63% for dependents. Employees pay 37% of the premium costs for dependent coverage. However, these amounts may be amended from time to time per Section 9.01.

B. Life Insurance. An employee's life and accidental death and dismemberment policy is at no cost to the employee. The face amount of the insurance for non- management employees was increased from \$30,000 to \$50,000, the same as management.

C. Additional Life Coverage. Employees have an option to increase their life insurance coverage in units of \$10,000 to a maximum of \$250,000. Additional Life in excess of \$50,000 is subject to medical underwriting approval. Dependents life insurance for spouse and children is also available. The expense of the additional coverage is paid by the employee through payroll

deductions.

D. Employee Assistance Program. Employees have access to an Employee Assistance Program (EAP) for work life services, and legal and financial counseling.

E. Long-Term Disability Plan. Employees have income protection in case of a long- term disability. The expense of the additional coverage is paid by the employee through payroll deductions.

#### **SECTION 9.02. HEALTH AND LIFE INSURANCE COMMITTEE.**

With the exception of "share of cost," for the term of this Agreement, the Association agrees to waive its rights to negotiate with the City over insurance related issues, in consideration of the Insurance Committee's jurisdiction and responsibility.

The parties agree the committee is composed of two (2) members from each of the five bargaining units and two (2) members from the non-represented group of Cityemployees. Committee members are to be selected by the employees in the affected unit or group and will be responsible to represent the interests of those employees. Though there will be two (2) members from each unit or group, there will be only one (1) vote for a total of six (6) votes. In the event of a tie vote, the issue shall go to the City Manager for his recommendation for adoption by the City Council.

The Personnel Officer will prepare recommended guidelines for the Committee and its activity, to be submitted for consideration by the Committee, no later than August 3-1, 2009.

#### **SECTION 9.03. RETIREMENT PLAN.**

The City and Association agree to a CALPERS defined benefit plan with a formula of 2% at 55 for Classic Members and 2% at 62 for PEPRA members.

#### **SECTION 9.04. DEFERRED COMPENSATION.**

The City continues to support and agree with the Association that employees may voluntarily participate in the ICMA 457 Deferred Compensation Plan. The City agrees to continue to match fifty percent (50%) of an employee 's contribution up to a maximum of three percent (3%) of the employee's annual salary.

#### **SECTION 9.05. HANDLING OF ICMA CONTRIBUTIONS.**

City agrees that if contributions are not made to the ICMA 40-1 Retirement and ICMA 457 Deferred Contributions Plans within thirty (30) days after the applicable payroll date: the City will pay employees at a rate of ten dollars (\$10) per calendar day for each calendar day in excess of thirty (30) days following the applicable payroll date.

#### **SECTION 9.06. STATE DISABILITY INSURANCE.**

The City and the Association continue to agree that State Disability Insurance will be at the employee's expense. All members of the bargaining unit will be covered, and the cost will be paid in bi-weekly installments.

#### **SECTION 9.07. FLEXIBLE SPENDING ACCOUNT FOR UNREIMBURSED MEDICAL**

**AND DEPENDENT CARE EXPENSES.**

The agreement regarding the flexible spending account remains in effect. The limits of the flexible spending account for unreimbursed medical was set at Two Thousand Dollars (\$2,000) per year and the limits of dependent care expenses were raised to Five Thousand Dollars (\$5,000) or Twenty-Five Hundred (\$2,500) per year for married/separate or head of household as previously agreed.

**SECTION 9.08. CALIFORNIA LABOR CODE SECTION 4850.**

The City agrees to pay Firefighters, Firefighter/EMT's, Firefighter/Paramedics, Fire Engineers, and Fire Captains who are injured in the course and scope of their employment as if they were entitled to the benefits of California Labor Code Section 4850.

**SECTION 9.09. FITNESS EQUIPMENT MAINTENANCE ALLOWANCE**

The parties agree the City will provide the Association with an annual stipend of \$2,000 on or about each August -1 to maintain Fire Department physical fitness training equipment or training gear. The stipend must be used within the fiscal year or it will be refunded to the City. Once equipment is purchased, receipts/invoices will be provided to the Fire Chief or his designee to ensure the stipend was fully spent and only utilized for physical fitness training equipment or training gear.

**ARTICLE X**  
**UNIFORMS AND EQUIPMENT**

**SECTION 10.01. UNIFORM ALLOWANCE.**

The City agrees to increase the annual uniform allowance to Fifteen Hundred Dollars (\$1,500.00). The City will no longer pay for firefighter boots. Employees shall purchase their own firefighter boots that meet NFPA standards.

The uniform allowance will be paid to employee with two (2) checks. Uniform allowance payments will be paid on or about each succeeding April 1 and October 1 through regular payroll. New full-time employees will receive an advanced uniform allowance check for 50% of their annual uniform allowance when initially hired. This advance must be repaid if the employee leaves City employment prior to six (6) months of employment.

The parties agree that employees, upon written request to the payroll office, may receive uniform allowances in a separate check. Written requests for a separate check must be received by the payroll office no later than the first day of the pay period in which uniform allowances will be processed.

**SECTION 10.02. EQUIPMENT PURCHASE/MEMENTO.**

As previously agreed between the City and the Association, an employee may purchase his/her helmet from the City, via payroll deduction, and use the helmet throughout his/her employment with the Fire Department. Upon the employee's full payment to the City, the City will purchase a replacement helmet. The employee will use the helmet only for official business, and the City will repair/replace damaged helmets up to the



value of the standard issue. Employees who retire from service after the five (5) year vesting period and are in good standing shall be allowed to keep their badge at no cost to the employee. Employees who separate from employment prior to the five (5) year vesting period and are in good standing shall be allowed to purchase their badge at the cost of replacement.

#### **SECTION 10.03. UNIFORM CHANGES.**

The parties agree, in the event the Coalinga Fire Department uniform is changed, the City shall provide affected employees with two (2) sets of the new uniform prior to change implementation.

#### **SECTION 10.04. EQUIPMENT.**

All classifications of the Coalinga Firefighters Association shall be assigned the following equipment:

1. 2 structural firefighting coats with last name on coats
2. 2 structural firefighting pants
3. 2 structural firefighting pair of gloves
4. 2 structural firefighting pair of boots
5. 2 structural firefighting suspenders
6. 2 structural firefighting helmet types
7. TC11, or TL2 leather helmet (firefighter pays additional cost for leather) with eye protection, shroud, and leather front/shield with appropriate rank
8. 1 structural firefighting hood
9. 1 SCBA mask
10. 1 portable handheld radio with remote speaker mic
11. 1 badge for Class B uniform with appropriate rank
12. 1 Wildland firefighting helmet with eye protection and shroud
13. 2 Wildland firefighting coats
14. 2 Wildland firefighting pants
15. 1 Wildland firefighting pair of gloves
16. 1 Wildland firefighting web gear

All PPE listed above will be replaced immediately if damaged and not able to be repaired. All PPE will meet current NFPA standard when purchased. All PPE will not be used for duty if/ or once it has reached ten (10) years from the manufacture date (excluding badges). Any Phenix 1500 First Due helmets in use at the time of approval of this agreement will be allowed to stay in use until replacement is necessary.

### **ARTICLE XI** **CITY RIGHTS**

#### **SECTION 11.01. CITY RIGHTS.**

Except as otherwise provided in this Agreement or by law, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and

responsibility.

2. To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
3. To schedule working hours and assign work.
4. To establish, modify, or change work schedules or standards.
5. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employees.
6. To determine the location of all plants and facilities.
7. To determine the layout of machinery, equipment or materials to be used.
8. To determine processes, techniques, methods, and means of all operations; including changes or adjustments of any machinery or equipment.
9. To determine the size and composition of the workforce.
10. To determine policy and procedures affecting the selection or training of an employee.
11. To establish, assess, and implement employee performance standards, including, but not limited to quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
12. To control and determine the use and location of City property, material, machinery, and/or equipment.
13. To schedule the operation of and to determine the number and duration of shifts.
14. To determine safety, health, and property protection measures.
15. To transfer work from one job to another or from one location or unit to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To lay off employees for lack of work, lack of funds, or any other reason.
18. To reprimand, suspend, discharge or otherwise discipline employees.
19. To establish, modify, or eliminate job classifications.
20. To promulgate, modify, and enforce work and safety rules and regulations.

21. To take such other and further actions as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **SECTION 12.01. GRIEVANCE PROCEDURE.**

All covered employees, and the Association on its own behalf, shall be entitled to use the provisions of the City's existing grievance procedure.

## **ARTICLE XIII AMERICANS WITH DISABILITIES ACT**

### **SECTION 13.01. AMERICANS WITH DISABILITIES ACT.**

The City and the Association recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the workplace because of a disability.

If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Association will be advised of any such proposed accommodation prior to any implementation by the City.

## **ARTICLE XIV FUTURE NEGOTIATIONS**

### **SECTION 14.01. FUTURE NEGOTIATIONS.**

It is desirable and advantageous to both the City and the Association that a new Memorandum of Understanding be agreed upon and in place upon the expiration of this existing Agreement. To that end, the parties agree as follows:

1. The Association will submit to the City Manager no later than the fifteenth day of March immediately preceding the expiration of this Agreement and prior to any meeting between the City's negotiation team, a preliminary proposal for the period beginning upon expiration of this Memorandum of Understanding.
2. Both parties agree to make a good faith effort to complete negotiations prior to the first day of June immediately preceding expiration of this Memorandum of Understanding. A good faith effort would include, but not be limited to:
  - a. Reasonable agreement of and attendance at negotiation meetings between the City and the Association representatives.
  - b. Reasonable and expedient disbursement and communication by

each party to its respective governing body (i.e., City Council and the Association member) of any proposal made by the other party when necessary or agreed upon.

**SECTION 15.01. WAIVER OF APPEAL**

The waiver or breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in future enforcement of all of its terms and Provisions.

**ARTICLE XVI**  
**SAVINGS**

**SECTION 16.01. SAVINGS.**

If any article or section of this Agreement, or any addition thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall meet in a timely manner to discuss the impact of any such restrained article or section.

**ARTICLE XVII**  
**DURATION OF AGREEMENT**

**SECTION 17.01. DURATION OF AGREEMENT.** The duration of this agreement shall be from July 1, 2021 through June 30, 2023.

X

---

Marissa Trejo  
City Manager

X

---

Daniel Koontz  
Labor Relations Consultant

X

---

Justin Milligan  
Association President

