

**MEMORANDUM OF UNDERSTANDING**

**SANTA MARIA CITY FIRE FIGHTERS' UNION LOCAL #2020  
Calendar Year 2012**

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## CHAPTER 1

### DEFINITIONS

#### Section 1-1. Definitions (See Municipal Code Section 2-20.01)

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

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

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

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

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

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

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

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

(MOU 12-06-11)

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

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

(MOU 1-17-95)

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

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

(MOU 2-22-03)

Section 1-1. Definitions (See Municipal Code Section 2-20.01) (con't)

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

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

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

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

(MOU 1-17-95)

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

(MOU 2-05-08)

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

(MOU 2-05-08)

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

(MOU 2-05-08)

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

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

## CHAPTER 2

### RECOGNITION AND IMPLEMENTATION

#### Section 2-1. Recognition

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

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

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

(MOU 02-15-11)

#### Section 2-2. Implementation

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

- A. Acts, by majority vote, formally to approve the Memorandum of Understanding; and/or
- B. Enacts amendments to all City ordinances required to implement the provisions set forth.

#### Section 2-3. Term

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness are fully met, as set forth in Article II, but in no event shall the Memorandum of Understanding become effective prior to 12:01 A.M. on **January 28, 2012**. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on **January 25, 2013**.

(MOU 12-06-11)

Section 2-4. Meet and Confer Representatives

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

(MOU 1-1-76)

Section 2-5. Meet and Confer in Good Faith

Pursuant to Government Code 3505 and City Resolution 2002-29, Section 7, the City shall meet and confer in good faith with Local 2020 representatives on all matters within the scope of representation. This shall include but not be limited to wages, hours, and other terms and conditions of employment. Nothing within this Memorandum of Understanding shall constitute a waiver of rights guaranteed to the parties under the Meyers-Milias-Brown Act (Govt. Code S3500 et seq.).

(AMENDED MOU 2-22-03)

Section 2-6. Written Notice

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

(MOU 2-22-03)

Section 2-7. Mediation

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

(MOU 1-1-91)

Section 2-8. Time Off for Meetings

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

(MOU 02-24-01)

## CHAPTER 3

### COMPENSATION, WORK HOURS AND PREMIUM PAY

#### ARTICLE I. SALARIES AND SALARY ADJUSTMENTS

##### Section 3-1. Salaries

Effective February 16, 2008, a base salary increase of six and one-half percent (6.5%) will be provided.

(MOU 2-05-08)

##### Section 3-2. Salary Survey Procedure

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

(MOU 2-05-08)

B. It is understood and agreed that the City will bench mark, for salary-only survey purposes, the position of Fire Captain.

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

D. The City agrees to reduce its top step salary of Fire Captain by ½% for salary survey purposes, in recognition of acknowledging no more than five salary steps in other agencies.

(MOU 02-24-01)

E. The parties agrees to add two percent (2%) to the top step salary of Fire Captain for salary survey purposes, in recognition of implementing the 3% at 50 CalPERS retirement benefit. The parties agree to add this two percent (2%) for salary survey purposes until all surveyed CalPERS agencies have a 3% at 50 CalPERS retirement plan.

(MOU 11-03-09)

Should 50% or more of the agreed to surveyed agencies have more than an "E" step or fifth step as their top "merit" step, paragraphs C and D above will sunset at the conclusion of the then-current Memorandum of Understanding and the City will agree to recognize the top "merit" step from other surveyed agencies and agree to incorporate said language in the ensuing Memorandum of Understanding.

(MOU 02-24-01)

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

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

(MOU 1-1-91)

**Section 3-3. Bilingual Pay**

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

(MOU 12-06-11)

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

(MOU 2-19-05)

**Section 3-4. Equity Adjustments**

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

**Section 3-10. Work Hours**

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

B. Except as otherwise provided, no employee shall be employed in one or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in Section 3-10.A, above, except on overtime authorized by the department.

(MOU 1-1-91)

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

(MOU 11-03-09)

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

(AMENDED 02-24-01)

Section 3-11. Overtime (See Municipal Code Section 2-20.17 and CAM 76-71)

- A. Incidental overtime is not compensable and may not be credited as overtime. Incidental overtime shall be less than eight minutes in one day. Any time worked eight minutes or more and less than 38 minutes will be rounded to thirty minutes. Any time worked 38 minutes or more and less than 68 minutes will be rounded to one hour.  
(MOU 02-24-01)
- B. All time worked, except for an employee's assigned shift (56 hour/week), shall be considered overtime and, as such, shall be compensated at one and one half times the regular hourly wage.  
(MOU 1-1-89)
- C. Overtime requested to be paid in compensatory time, by the employee, shall be paid at one and one-half times compensatory time up to a maximum of 16 hours per 24 hour shift, with any balance paid as overtime at one and one-half times the regular hourly wage.  
(MOU 1-1-89)
- D. The maximum accumulated compensatory time shall be 120 hours for shift employees and 100 hours for non-shift employees. Any time worked exceeding the maximum accumulated compensatory time limit will automatically be converted into overtime paid at one and one-half times the regular hourly wage.  
(MOU 1-17-95)
- E. The use of accrued compensatory time off shall be granted and approved by a Chief Officer within a "reasonable period" as long as it does not create an undue hardship for the department. The parties agree that a "reasonable period" of time under FLSA shall be fourteen (14) days from the time of the request.  
(MOU 1-5-99)
- F. Unless waived by the parties, shift employee's work schedules shall not be changed during the work set in progress when the purpose of such change is to avoid overtime.  
(MOU 1-5-99)

**Section 3-12. Emergency Work Response**

All sworn fire personnel are responsible for responding **for providing current contact information and** to work upon call at all times outside the regular work week for response in time of national emergency, civil disorder, or a disaster, and to be compensated for the extra work.

(MOU 12-06-11)

**Section 3-13. Emergency Call Back Pay**

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

(MOU 02-24-01)

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

(MOU 1-5-99)

**Section 3-14. Break Periods**

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

(MOU 1-17-95)

**Section 3-15. Work Day**

- A. The normal work day shall be from 0800 to 1700 hours, Monday to Saturday for shift employees and Monday to Friday for non-shift employees, with a lunch period from 1200 to 1300 hours, barring any emergencies or reasonable special assignments as determined by the Fire Chief, which includes public programs or in service training. Saturday and Sunday excluded for non-shift employees.
- B. Shift Employees Only: Physical fitness shall be allowed for one (1) hour from 0800 to 0930 hours each day for personnel who participate in the Department Wellness and Fitness Program. This time period may be superseded by mandatory or special types of training or other important circumstances that require immediate attention. Personnel who participate in the Department Wellness and Fitness Program shall be in appropriate uniform and be fully prepared to train or conduct other assigned duties no later than 1000 hours. If the normal physical fitness time is superseded by operational demands, employees will be allowed the remainder of their physical fitness time later during their 24-hour shift.

(MOU 2-19-05)

Section 3-15. Work Day (con't.)

- C. Shift Employees Only: If at all possible, training shall be conducted from 1000 to 1700 hours, minus the lunch period and barring any emergencies. For scheduled training nights, from 1800 to 2200 hours. If at all possible, special training sessions or classes, which must start before 1000 hours or after 1700 hours, will be scheduled in advance and the department will notify affected employees at least one (1) day before the training is to commence.  
(MOU 2-22-03)
- D. Shift Employees Only: All reasonable efforts will be made to conduct tours or programs (excluding ride-along programs) from 1000 to 1700 hours, minus the lunch period and barring any emergencies. Without prior notification to the employees, no tours or programs will be scheduled before 0700 hours or after 2000 hours. All tours and programs will conclude no later than 2000 hours.  
(MOU 2-19-05)
- E. Non-Shift Employees Only: Physical fitness may be allowed for up to three (3) hours per week upon approval of the Fire Management for personnel who participate in the Department Wellness and Fitness Program.  
(MOU 2-19-05)
- F. Shift Employees Assigned to Airport Duties Only: The normal work day is hereby modified to include specialized Airport inspections and reporting. This includes visual inspection, corrective action and record keeping related to runways, taxiways, lighting and the Airport Operational Area (AOA) perimeter. Specialized Airport inspections are conducted daily; including Sundays and holidays. Inspections are to be conducted prior the first commercial flight and at dusk.  
(MOU 02-15-11)

Section 3-16. Sunday and Holiday

- A. To ensure operational readiness, apparatus shall be properly checked and stations cleaned as required by department policy. The City and Local 2020 agree that pre-scheduled public programs may be held on Sundays.
- B. For purposes of this Section and Section 3-15, holidays shall be Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, 4th of July, and Labor Day. For purposes of this section, the holiday will be the actual calendar day that the holiday falls on and not the day Fire Administrative Offices are closed.
- C. The Sunday routine may include station or crew projects, meetings or individual career development as determined by the Station Captain.  
(MOU 2-05-08)

Section 3-17. Court Appearances

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

(AMENDED MOU 2-22-03)

Section 3-18. Shift Exchanges

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

(MOU 02-15-11)

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

(MOU 1-17-95)

Section 3-19. Mandatory Time Off (MTO) Program

Purpose: The intent of the Mandatory Time Off (MTO) Program is to save salary costs for the time period listed below. This program shall only be applicable to the fire prevention employees. In recognition of providing additional time off during **2012**, fire prevention employees will be charged with a five percent negative premium as described below.

(MOU 12-06-11)

General Guidelines: To avoid fluctuations in employees' bi-weekly pay, a five percent (5%) negative premium will be charged evenly over the MTO Program (each pay period) and will result in each MTO day taken being paid.

Effective the first pay period after ratification by the City Council, through December **14, 2012** fire prevention employees will receive, on a pro-rated basis, a bank of one hundred and four (104) MTO hours, to be scheduled off by formal request by each employee with the approval of the department head. Said employees are to use accrued MTO hours prior to using vacation, compensatory or floating holiday hours. In recognition of having this pro-rated bank of one hundred and four (104) MTO hours, said employees shall have a five percent (5%) negative premium charged to their base salary pay rate per payroll period from January **28, 2012** through January **25, 2013**.

Because the intent of the MTO program is to save salary costs, the MTO hour bank will only be valid through December **14, 2012**. No MTO hours will be accumulated or rolled over into the **2013** payroll calendar year and all unused MTO hours will automatically expire and be erased from the books as of December **14, 2012**. For employees separating service or starting during the payroll calendar year, MTO hours will be pro-rated (to the nearest half-hour) based on the

Section 3-19. Mandatory Time Off (MTO) Program (con't)

number of full pay periods elapsed or remaining during the aforementioned period. If an employee, prior to separating service, used more MTO hours than the pro-rated amount for the payroll year, the excess MTO hours used will be deducted from the employee's final pay check. MTO bank hours are a "use it or lose it" benefit and no unused MTO bank hours will be cashed out.

The five percent (5%) negative premium will not be included in overtime calculations.

Fire prevention employees that receive a bank of MTO hours are to use accrued MTO hours prior to using any of the following applicable leave hours: vacation, compensatory time or floating holiday. However, during the **2012** payroll year, in those rare occurrences where a full-time employee's accumulated vacation accruals reach 336 hours, an exception will be made to provide the employee with the option of using accrued vacation hours prior to using MTO hours. Fire Administration and the employee shall mutually work together to schedule MTO days off in accordance with the Department's Time Off Policy in order to give reasonable advance notice to employees and to insure appropriate staff coverage. The Fire Chief will not unreasonably deny proper employee requests for use of accrued MTO hours, but may exercise reasonable discretion in denying a request based on determination of feasibility.

Employees shall not work any additional hours beyond those regularly scheduled (i.e., fire prevention personnel may not work more than 32 hours when assigned a standard 8-5 forty-hour work schedule) during the week in which an MTO day occurs, without prior written authorization of the Fire Chief. Therefore, during an MTO week, if overtime is pre-approved on a day other than an MTO day, the employee will be paid at straight-time up to forty (40) hours worked. However, the MTO Program goal is salary savings. Therefore, pre-authorized overtime should be an exception.

If any of the aforementioned employees are called to work on an MTO day by the Fire Chief or Battalion Chief, the time shall be considered emergency call back and shall be paid at time-and-one-half in cash for the duration of the call back assignment.

Credit toward sick leave, vacation and other benefit calculations (such as step advancements) that are based on time-in-service will continue to be earned as participation in the MTO Program shall not count as a break in service and shall not affect seniority. Probationary periods shall not be affected for MTO time used.

Employees shall continue to make his/her same pre MTO Program contributions to all employee benefits, such as retirement and dependent health premiums (if applicable).

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

This MTO Program will sunset on **January 25, 2013**.

(MOU 12-06-11)

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

(MOU 2-22-03)

Section 3-20. Change in Shift Assignments

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

(MOU 1-21-97)

Section 3-21. Conversion of Personnel to 40-Hour Work Week

The City agrees to continue meeting with Local 2020 for the purpose of discussing the benefits associated with converting a 56-hour (shift) employee to a 40-hour (non-shift) employee and when a 40-hour (non-shift) employee is converted to a 56-hour (shift) employee pursuant to this section.

(MOU 11-03-09)

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

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

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

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

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

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

Section 3-21. Conversion of Personnel to 40-Hour Work Week (con't)

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

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

(MOU 2-22-03)

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

The City agrees to continue meeting with Local 2020 for the purpose of discussing the benefits associated with converting a 56-hour (shift) employee to a 40-hour (non-shift) employee pursuant to this section.

(MOU 2-19-05)

## CHAPTER 4

### RETIREMENT

#### Section 4-1. P.E.R.S. (Public Employees' Retirement System)

A. Safety retirement benefits shall be provided to the following full-time classifications:

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

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

C. The City shall provide unit members with the fourth level 1959 survivor benefit and the CalPERS credit for unused sick leave benefit (see Section 9-1).

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

(MOU 12-06-11)

E. The City shall provide the 3% at 55 CalPERS retirement benefit for those unit members hired on or after July 1, 2011, based on the last 36 months of employment (three-year average highest compensation) retirement formula, with the employees required to pay nine percent (9%) of CalPERS retirement-related costs. The nine percent (9%) costs paid by the employee shall be done in the following method pursuant to Government Code § 20516, and in particular, subsection (f) which allows for cost sharing contracts that are inconsistent with Section 20516(a), (requiring that the cost sharing be uniform with respect to all members in the Fire Fighters classification.) Therefore, as to safety unit members hired on and after July 1, 2011 only, such new hires shall contribute six percent (6%) of compensation toward the employer's mandated CalPERS contribution made on behalf of its safety employees. Additionally, said new hires shall also contribute three percent (3%) of their compensation to CalPERS, as and for the employee designated member contribution to the retirement system. To the extent authorized by CalPERS, the six percent (6%) City paid toward the member's contribution (EPMC) shall be considered to be "special compensation," for purposes of determining the members' compensation reportable to CalPERS.

(MOU 12-06-11)

Section 4-1. P.E.R.S. (Public Employees' Retirement System) (con't)

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

(MOU 02-15-11)

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

(MOU 2-05-08)

Section 4-2. Deferred Income

The City will provide a deferred compensation plan to employees.

(MOU 2-19-05)

## CHAPTER 5

### INSURANCE

#### Section 5-1. General Eligibility (See Municipal Code Section 2-10.01 through 2-10-07)

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

(MOU 1-1-76)

#### Section 5-2. Disability Insurance

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

(MOU 2-22-03)

#### Section 5-3. Health Insurance

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

(MOU 2-19-05)

Effective December 17, 2011, the City will contribute the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMAHCA) per month per employee to be used solely toward City-sponsored health benefits. For **2012**, the MEC is **\$112.00** per month.

The monthly optional health insurance contribution, regardless of the health plan chosen, shall be:

Employee Only	<b>\$ 380.40</b>
Employee & Family	<b>\$ 541.00</b>

(MOU 12-06-11)

The City shall provide a pro-rated cash option to those employees who do not elect to fully use the optional health insurance contribution amount provided they are in compliance with the below stated evidence of coverage provision. If an employee is in a paid status and does not participate in the health program and elects the pro-rated cash option, the employee will receive the \$399.80 amount on a monthly basis.

(MOU 2-05-08)

Evidence of major medical health insurance coverage will be required for those employees who receive the cash option and who do not elect to use the City-sponsored health benefits. These employees shall show proof of insurance and sign a form ensuring that they have other continuing major medical health insurance coverage. Employees may (or shall) be required to provide said evidence of coverage on an annual basis.

(MOU 2-05-08)

Section 5-4. Life Insurance

The City will pay life insurance premium benefits for all employees of \$3.64 bi-weekly for single employees to a maximum of \$20,000 coverage and 38 cents bi-weekly for dependents. Any increase in premiums will be shared 75% by the City and 25% by the employee.

(MOU 1-5-99)

Section 5-5. Dental Insurance

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

(AMENDED MOU 2-22-03)

Section 5-6. Optical Insurance

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

(MOU 1-21-97)

Section 5-7. Post Employment Health Plan

The City has agreed to contribute five dollars (\$5) per pay period toward a post employment health plan for employees.

(MOU 2-05-08)

## CHAPTER 6

### UNIFORMS AND EQUIPMENT

#### Section 6-1. Uniform Allowance

The City agrees to provide all new employees in the Fire Fighter Unit a onetime \$750 initial purchase uniform allowance. After successfully passing (new hire) probation (and not a promotional probation), said new employees will be eligible to receive up to \$750 for the reimbursement costs associated with the purchase of uniforms **including the Class A uniform required at the end of new hire probation**. An exception to the above may be made when an new employee promotes into an eligible classifications prior to the end of his/her initial (new hire) probationary period. In this exception, an employee may be reimbursed up to \$750 for the purchase of uniforms at the successful completion of a minimum of 26 pay periods from the date of hire and upon having successfully passed probation.

(MOU 12-06-11)

The City agrees to provide a pro-rated uniform allowance of \$28.84 per pay period, for employees in the Fire Fighting Unit, commencing twenty-six (26) pay periods after the employee has successfully completing probation (52 completed pay period from hire date). This allowance is for complete uniform maintenance and normal replacement.

(MOU 02-15-11)

#### Section 6-2. Uniforms Damaged

If employees of the Fire Department are required to engage in extra hazardous activities in the normal course of their employment, damaging or destroying personal property, the employee may request the Fire Chief to investigate the damaged equipment. If the Fire Chief is satisfied that the destruction occurred as a result of extra hazardous activity, he/she shall forward to the City Manager a report recommending that they replace that equipment. If the City Manager approves the report, the replacement shall be ordered.

(MOU 1-1-73)

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

(MOU 2-05-08)

#### Section 6-3. Auxiliary Gear

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

(MOU 2-19-05)

Section 6-4. Other Equipment

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

- A. Necessary cooking, food refrigeration, and housekeeping equipment, including cooking and eating utensils;
- B. Necessary community linen supplies, including laundry;
- C. Bed linens and blankets.

(MOU 1-1-91)

## CHAPTER 7

### SPECIAL PROVISIONS

#### Section 7-1. Rules and Regulations

- A. Reasonable rules and regulations shall be established by the Fire Chief working in cooperation with the Local 2020 Executive Board (E-Board). The purpose of the collaborative effort shall be to clarify and establish consistent practices. (MOU 02-15-11)
- B. The Fire Chief and the Local 2020 E-Board shall meet regularly and expeditiously to complete their work within a reasonable time. (MOU 02-15-11)
- C. Time spent by Local 2020 members attending meetings with City and/or Fire Management on their regularly scheduled work shifts shall be recognized as hours worked. (MOU 02-15-11)
- D. In the event of differing opinions, the Fire Chief shall exercise management prerogative in determining final policies, provided that the Fire Chief and Local 2020 shall fulfill the obligation to meet and confer as required. (MOU 1-17-95)

#### Section 7-2. Department Guidelines

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

Generally, standard operating guidelines (SOG's) contained within the manual shall serve as guidelines by which employees shall perform their duties.

(MOU 02-15-11)

#### Section 7-4. Residency Requirement

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

(MOU 1-1-91)

#### Section 7-5. Changing Employee Representation Groups

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

(MOU 2-05-08)

Section 7-6. Probation

A. New Probation

A new or re-employed employee employed in a full-time position shall be placed on probation for fifty-two (52) weeks from the date of appointment. Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by at least that number of days the employee is on unpaid leave.

(MOU 2-05-08)

B. Promotional Probation

A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion, except for promotion from Fire Fighter In Training to Fire Fighter, in which case the probation period shall be twenty-six (26) weeks from the date of promotion to Fire Fighter. Periods of time on unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by at least that number of days the employee is on unpaid leave.

(MOU 2-05-08)

Section 7-7. Move-Up (See CAM 77-3.1)

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

(MOU 1-1-87)

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

(MOU 1-1-91)

Section 7-8. Union Business

The City recognizes the importance of union business, and will allow employees who are members of the Executive Board or their designated representatives of the Santa Maria City Fire Fighters' Union Local 2020 to conduct union business on paid City time for negotiations and grievance resolution. In addition, Local 2020 Operations Committee members may, as authorized by the Fire Chief or his/her designee, conduct mutually agreed-upon on-duty business. No union business, unless specifically authorized by the Fire Chief, shall be conducted during normal work hours, i.e. 0800 to 1700 hours, excepting employee lunch periods and breaks.

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

(MOU 02-24-01)

Section 7-9. Elimination of Fire Service

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

(MOU 1-1-91)

Section 7-10. Access to Facilities

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

(MOU 1-17-95)

Section 7-11. Bulletin Boards

The Santa Maria City Fire Fighters' Union Local 2020 shall be authorized to maintain bulletin boards at each fire station for the posting of Association-related business. Bulletin boards shall be identified with the name of the Association and the Association may designate persons responsible for such boards. All notices shall be professional in nature and in good taste.

(MOU 1-17-95)

Section 7-12. Copy Machines

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

- A. To protect confidentiality of copied materials, Association members shall be authorized to operate the copy machine.
- B. Requests for copies shall be limited to running copies of official Association business notices and related material. No personal materials shall be copied.
- C. The Fire Administration photocopier machine may be used, with prior notice to Fire Administration, for the copying of small quantities provided that the Association supplies its own paper and pays three cents (\$.03) per copied page. The copy machine shall be made available for use during regular business hours only.

(MOU 02-24-01)

Section 7-13. Communications and Computer Systems

The Association shall be permitted the use of the Fire Department telephone to transmit to members of the Association items of importance concerning the Association. No long distance calls will be made unless the Association is using its own calling card. The City agrees to allow the Association access to any Fire Department computer system, so long as its use does not interfere with normal work activities of Fire Department personnel. The Association and its members may use the Fire Department's computer system only for purposes of communicating factual information to its members, and may not be used to communicate

Section 7-13. Communications and Computer Systems (con't)

derogatory information regarding the City and/or its employees. The Association shall be allowed the use of the interoffice mail and voice mail system for brief informational notices.

(AMENDED MOU 2-22-03)

Section 7-14. Printing of Contract

The City agrees to provide Local 2020 with one original copy of this Memorandum of Understanding in a hard copy format and an efile copy.

(AMENDED 02-24-01)

Section 7-15. Americans with Disabilities Act

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

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

(MOU 1-17-95)

Section 7-16. Condition of Employment

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

(MOU 1-21-97)

Section 7-17. Occupational Wellness Program

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

(MOU 2-05-08)

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

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

(MOU 2-05-08)

Section 7-18. Paramedic Program

Should the City decide to establish a paramedic program, the City and the Union agree to meet and confer regarding negotiable impacts of the program.

(MOU 2-22-03)

Section 7-19. Examination Process

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

(MOU 2-22-03)

## CHAPTER 8

### PAY PRACTICES

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

#### Section 8-1. Payroll Step Plan

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

(MOU 1-1-76)

#### Section 8-2. Payroll and Pay Period

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

(MOU 1-1-72)

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

(MOU 1-1-79)

#### Section 8-3. "Y" Rate (See Municipal Code Section 2-38.a.)

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

(MOU 2-19-05)

(Resolution Number 3112, 1-1-71)

## CHAPTER 9

### LEAVE PROVISIONS

#### Section 9-1. Sick Leave (See Municipal Code Section 2-20.21)

##### A. Accumulation of Sick Leave

1. Shift employees accumulate sick leave at the rate of 12.9 hours per month with no maximum accumulation.  
(MOU 1-1-76)
2. New full-time employees are eligible to use sick leave as it is accumulated and may be required to submit satisfactory proof of the necessity for sick leave.  
(MOU 1-1-91)
3. Non-shift employees accumulate sick leave at the rate of eighty-eight (88) hours annually with no maximum accumulation.  
(AMENDED MOU 2-22-03)

##### B. Permitted Uses of Sick Leave

Sick Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical, dental, or optical examination or treatment.
3. Absence due to exposure to a contagious disease off duty when quarantine is imposed by health authorities or when it is determined by a physician designated by the City that the presence of the employee on duty would endanger the health of others.  
(MOU 1-1-91)
4. Up to 77.4 hours per payroll calendar year per shift employee may be used for "Family Illness" leave charged to sick leave. Up to forty-four (44) hours per payroll calendar year per non-shift employee may be used for "Family Illness" leave charged to sick leave. "Family Illness" in this regard shall be defined as when a child, spouse, or parent related to the employee by blood, marriage or by law is ill and the nature of their condition requires that the employee provides care. Family Illness may also be used by an employee when s/he is responsible (primary care giver) for the care of said family member and said member is seeking medical, dental or optical treatment. A shift employee may carry over from one payroll calendar year to the next up to a maximum of 18.6 hours of unused family illness leave. At no time shall a shift employee have available more than 96 hours of family illness leave per calendar year.  
(MOU 11-03-09)

Section 9-1. Sick Leave (Con't)

5. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.
  - b. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation leave, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
  - c. Upon the employee's return to work, the employee may be required to furnish the department with a certificate signed by a licensed physician or registered nurse stating the period of disablement.

(AMENDED MOU 2-22-03)

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to absence caused by illness or injury to a member of the employee's family except as provided in Section 9-I.B.4., above.

(MOU 1-1-91)

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

(MOU 1-17-95)

D. General Provisions

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

(MOU 1-17-95)
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other City approved evidence of illness, injury, or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

(MOU 1-1-91)
3. The City's sick leave incentive program will compensate employees at the rate of 50% for all accrued sick leave beyond 384 hours to a maximum of 1,600 hours when the employee leaves City service upon regular retirement, disability retirement, or death. For example, should an employee have 1,800 hours of sick leave accrual, the maximum amount eligible to be cashed out would be 608 hours (1,600 minus 384 = 1,216 @ 50%).

(MOU 2-15-11)

Section 9-1. Sick Leave (Con't)

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

(AMENDED MOU 1-21-97)

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

(MOU 2-05-08)

Section 9-2. Bereavement Leave

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

(MOU 02-15-11)

Section 9-3. Unauthorized Absence – Automatic Termination. (See CAM 77-9)

Any employee absent from his/her position for more than three working days, without notification or prior permission of his/her department head, may be considered to have automatically terminated his/her employment with the City. Such termination may be appealed upon the return of the employee and a final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission.

(MOU 1-1-73)

## CHAPTER 10

### VACATION

Section 10-1. Accumulation of Vacation  
(See Municipal Code Section 2-20.19 and CAM 71-5.)

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

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

(MOU 02-15-11)

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

(MOU 12-29-90)

Shift employees whose vacation balances exceed 280 on December 24, 1994, shall have all such hours, over 280, placed in a separate account for use by the employee as time off or for pay off when the employee separates from City service. Employees will continue to earn vacation until they reach the maximum allowable amount, independent of the hours placed into the separate account.

(MOU 1-17-95)

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

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

(MOU 02-15-11)

**Section 10-2. General Provisions**

- A. Employees may use earned vacation time upon accrual, provided the vacation request is approved by the employee's Chief Officer and the employee has passed probation.  
(MOU 12-29-90)
- B. In any use of vacation, an employee's account shall be charged to the nearest half-hour.  
(MOU 1-17-95)
- C. Vacations may be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of conflict among requests, vacation assignments will be made on the basis of seniority. Seniority for vacation scheduling purposes shall be determined by continuous service in the department.
- D. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in the Leave Provisions Chapter.
- E. No employee shall be required to return to work for the City in any capacity during the time of his/her paid vacation from the City service, except in cases of emergency.
- F. An employee separating from City service shall be paid for all accrued vacation in a lump sum payment.  
(MOU 1-17-95)
- G. Effective during the **2012** calendar year, shift employees performing at an overall rating level of at least acceptable or above are eligible to cash-out or sell-back up to ninety-six (96) hours of vacation at straight time on one occasion, so long as they have (after said cash-out) a minimum vacation balance of at least ninety-six (96) hours on the books. Non-shift employees performing at an overall rating level of at least acceptable or above are eligible to cash-out or sell-back up to forty (40) hours of vacation at straight time on one occasion anytime during the calendar year, so long as they have (after said cash-out) a minimum vacation balance of at least forty (40) hours on the books.  
(MOU 12-06-11)

## CHAPTER 11

### HOLIDAYS

#### Section 11-1. Holidays Observed (See Municipal Code section 2-20.20 and CAM 78-2)

A. Shift employees shall observe the following holidays:

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

(MOU 1-1-91)

Non-shift employees shall observe the following holidays:

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

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

(MOU 12-06-11)

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

(MOU 2-19-05)

Section 11-1. Holidays Observed (Continued)

**For employees separating service or starting during the calendar year, floating holidays will be pro-rated (rounded to the nearest half-hour) based on the number of full pay periods elapsed or remaining during the payroll year. If an employee, prior to separating service, used more floating holiday time than the pro-rated amount for the payroll year, the excess used floating holiday time will be deducted from the employee's final pay check.**

(MOU 12-06-11)

If any floating holiday hours remain on the books at the end of the final payroll period of the calendar year, they will automatically be cashed-out at straight time and included in the last payroll check of the calendar year.

(MOU 2-05-08)

**B. General Provisions**

1a. Unless otherwise indicated in this MOU, shift employees in the Fire Fighter Unit shall be paid for six pro-rated work shifts effective the last pay period ending in November of each year in recognition of the current calendar year's holidays. This shall constitute full payment for all holidays, with the exception of when a shift employee WORKS on a designated legal holiday, he/she shall be compensated with twelve (12) hours of compensatory time off for each holiday worked.

1b. Effective January **28, 2012**, Local 2020 agrees to a four percent (4%) concession for shift employees through January **25, 2013**. Consequently, during this period, shift employees in the Fire Fighter Unit shall be paid a pro-rated amount of 105 hours effective the last pay period ending November **2012** in recognition of holiday compensation - this shall constitute full payment for all holidays, including when a shift employee works on a designated legal holiday **during the term of this MOU**.

(MOU 12-06-11)

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

(MOU 1-1-91)

Section 11-2. Proclaimed Holidays

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

(MOU 1-1-76)

Section 11-3. Closing of City Offices

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

(MOU 12-06-11)

## CHAPTER 12

### LAYOFF PROCEDURE

#### Section 12-1. General Purpose

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

#### Section 12-2. Employee Evaluations

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

#### Section 12-3. Reduction in Force - Demotion

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

#### Section 12-4. Reduction in Force - Layoff

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

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

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

(MOU 2-05-08)

Section 12-4. Reduction in Force – Layoff (con't)

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

Section 12-5. Determining Length of Seniority

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

Section 12-6. Order of Reduction in Force

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

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

(MOU 2-05-08)

Section 12-7. Determining Order of Layoff and Demotion for Employees with Identical Seniority and/or Job Performance

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

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

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

(MOU 2-05-08)

Section 12-7. Determining Order of Layoff and Demotion for Employees (con't)

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

(MOU 2-05-08)

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

Section 12-8. Reinstatement of Employee Demoted as a Result of a Reduction in Force

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

Section 12-9. Re-employment of Employees Laid Off as a Result of a Reduction in Force

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

(MOU 2-05-08)

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

(MOU 1-17-95)

Section 12-10. Duration of Reinstatement and Re-employment Lists

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

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

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

Section 12-10. Duration of Reinstatement and Re-employment Lists (Con't)

2. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail or personal delivery when contacting individuals.  
(MOU 1-17-95)

Section 12-11. Restoration of Benefits Upon Re-employment Following a Reduction in Force

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

- A. Prior sick leave accruals.
- B. Seniority at time of layoff for purposes of determining merit increases, vacation accruals, and future reduction in force.
- C. The salary step paid to an employee who is re-employed shall be equivalent to that which the employee was receiving immediately prior to layoff. If the employee chooses to be re-employed in a classification which has a salary range lower than the classification from which he was laid off, then salary placement will be made at a point either equivalent to his/her salary immediately prior to layoff, or, if the maximum of the salary range of the position to which the employee is to be re-employed is less than the employee's salary immediately prior to layoff, then the employee will receive the maximum of the salary range.

Section 12-12. Obligation to Serve Probationary Period

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

(MOU 2-05-08)

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

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

(MOU 1-17-95)

Section 12-13. Payoff of Accruals Upon Layoff

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

Section 12-14. Non-Discrimination in Reduction in Force

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

Section 12-15. Computing Length of Service

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

(MOU 1-1-85)

## CHAPTER 13

### GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

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

- A. Grievance shall be submitted in writing to the immediate supervisor who shall promptly meet and discuss grievance with the employee and reply within ten (10) calendar days.
- B. In the event the decision of the immediate supervisor does not satisfy the grievance, it may be appealed in writing within ten (10) calendar days to the department head who shall within ten (10) calendar days meet and discuss the grievance with the employees. The department head shall reply within ten (10) calendar days his/her decision and reply in writing.
- C. Any appeal of the department heads decision must be made in writing to the City Manager within not more than ten (10) calendar days following the date the employee is informed of the department heads decision. The City Manager shall either act as Hearing Officer in this appeal or appoint a Hearing Officer in his absence. The Hearing Officer shall meet and discuss the grievance with the employee and shall reply at the earliest possible date. The Hearing Officer's decision shall be final.

(AMENDED MOU 2-22-03)

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

(AMENDED MOU 2-22-03)

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

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

(MOU 1-1-85)

The above grievance procedures are not to be used for:

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

GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS (con't)

- B. The procedure is not to be used to challenge the content of employee evaluations or performance reviews.
- C. The procedure is not to be used to challenge the decision to reclassify, layoff, deny reinstatement, or deny a step or merit increase to an employee unless it violates an expressed provision of the MOU or law.
- D. This procedure is not to be used in disciplinary cases of oral reprimand, written reprimand, punitive transfer, reduction in pay, demotion, suspension, or termination.

(MOU 2-22-03)

## CHAPTER 14

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### Section 14-1. General Provisions

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

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or nonexistence of facts which are the basis of the management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City.
- I. 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.
- J. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.

Section 14-1. General Provisions (con't)

- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reclassify employees in accordance with this Memorandum of Understanding and applicable resolutions and codes of the City.
- N. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- O. To maintain order and efficiency in its facilities and operations.
- P. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with this Agreement.
- Q. To restrict the activity of an employee organization on municipal property and on municipal time except as set forth in this Memorandum of Understanding.
- R. To take any and all necessary action to carry out the Mission of the Agency in emergencies.
- S. Nothing herein shall constitute a waiver of rights guaranteed to the parties under the Meyers-Milias-Brown Act (Govt. Code §3500 et seq.).

(MOU 1-17-95)

Section 14-2. Authority of Third Party Neutral

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

Section 14-3. Impact of Management Rights

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

(MOU 1-1-85)

Section 14-4. Exchange of Information

The City shall, upon specific request, send to the Santa Maria City Fire Fighters' Union Local 2020 copies of City CAM's (these include Personnel rules and regulations), department policies, material generated by the Operations Advisory Committee and all memos addressed to "ALL PERSONNEL" of the Fire Department. In exchange, the Santa Maria City Fire Fighters' Union Local 2020 agrees to provide the City, upon specific request, with copies of the International and Local 2020 Constitution and Bylaws, and any changes to these documents. The exchange of information shall not include confidential information.

(MOU 1-17-95)

## CHAPTER 15

### SLOW DOWN, WORK STOPPAGE, OR STRIKE

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

(MOU 1-1-79)

## CHAPTER 16

### EDUCATIONAL INCENTIVE PAY (See CAM 76-4)

#### Section 16-1. General Provision

Upon the approval of the City Manager, educational incentive pay shall be paid in addition to regular pay when education is in addition to the regular requirements of the job specifications, and is work-related. An employee may not receive more than a 5% increase.

(MOU 2-05-08)

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

(MOU 2-05-08)

The City and Local 2020 agree to meet in a joint Labor/Management Committee to discuss Local 2020's interest in pursuing a certification pay program. Said committee will be made up of two representatives from Fire Administration, one representative of the City Manager's Office, and three representatives of Local 2020.

(MOU 2-05-08)

#### Section 16-2. 2.5% Educational Incentive Pay

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

(MOU 02-15-11)

#### Section 16-3. 5.0% Educational Incentive Pay

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

The City will provide a 5% educational incentive pay to those employees that have a M.A. Degree—with 2/3rds of the recognized graduate college classroom units being graduate course work in a job related discipline.

(MOU 2-05-08)

#### Section 16-4. Additional Benefits

All full-time employees may be eligible for:

- A. Tuition and book reimbursement of pre-approved job-related courses up to 50% of the total cost if a grade of "C" or better is obtained, to a maximum of \$350 in any calendar year for shift employees and to a maximum of \$250 in any calendar year for non-shift employees; or
- B. Tuition reimbursement only, to a maximum of \$175.00 in any calendar year for pre-approved job-related courses, taken on the employee's own time after January 29, 2011, that result in a course completion certificate issued by California State Fire Training.

(MOU 02-15-11)

## CHAPTER 17

### SAFETY

- A. The Fire Fighter Unit will actively participate in all phases of an employee safety program which shall provide appropriate controls for dealing with repeated violators of the established safety regulations.  
(MOU 1-1-79)
- B. The City shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment and conditions, and report any such unsafe practices, equipment, or conditions to their immediate supervisors.  
(MOU 1-1-91)
- C. The City shall furnish all equipment which is necessary for employees to perform their job in a safe manner.  
(MOU 1-1-91)

## **CHAPTER 18**

### **RENEGOTIATION**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall make every effort to serve upon the other during the period from November 30, 2009 through December 11, 2009, its written request to commence negotiations as well as its full and entire written proposal, if possible, for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin, if possible, thirty (30) days after such receipt or December 18, 2009, whichever is later. Every effort will be made to reach agreement by February 12, 2010.

(MOU 2-05-08)

## CHAPTER 19

### PRIOR AND EXISTING CONDITIONS

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

(MOU 2-05-08)

## **CHAPTER 20**

### **PRE-EMPTIVE LAWS**

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

(AMENDED MOU 2-22-03)

## CHAPTER 21

### AGENCY SHOP

Agency Shop as defined under the Meyers-Milias-Brown Act means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.” The City and the Union agree that an agency shop arrangement between the City and Union shall be placed in effect after ratification of the MOU by the City Council.

- A. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees via payroll deductions under Section C below (after written authorization) to a nonreligious, nonlabor, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three approved by the City for the purpose of payroll deductions, as set forth below:
- United Way of the Central Coast
  - American Red Cross
  - Boys and Girls Club
- B. To qualify for the exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a bona fide religion, body or sect as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.
- C. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. The City agrees to promptly remit to the Union all monies deducted accompanied by a “Bi-Weekly Agency Fee Deduction Report” to include the names and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.
- D. If implemented, an agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
- A request for such a vote is supported by a petition of at least 30 percent of the employees in the bargaining unit;
  - The vote is by secret ballot; and

## AGENCY SHOP (con't)

- The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.
- E. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.
- F. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
- G. The Union shall indemnify and hold the City, its officers, agents and employees harmless against any liability arising from any claims, demands, or other action and/or litigation relating to the City's compliance with the agency shop obligation, including payment of all reasonable attorneys' fees and costs incurred by the City with respect to claims, demands, or other actions and/or litigation resulting from this agency shop section. For purposes of this Agency Shop section, the City shall choose and direct its legal representative. The Union shall comply with statutory or other legal requirements with respect to this agency shop section.
- H. The Union represents that the collection, administration, and use of agency fee funds shall be in conformance with State and Federal law. In addition, the Union shall comply with applicable laws regarding disclosure of its expenses, notice to employees of their right to object, provision for Agency Shop fee payers to challenge the Union's determination of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

(MOU 2-22-03)