

**DRAFT**  
**City of Calistoga**

**Memorandum of Understanding**

**Between**

**City of Calistoga**

**And**

**Calistoga Professional Firefighters'  
Association**

**January 1, 2013 through December 31, 2014**

**Resolution No. \_\_\_\_\_**  
**Authorizing Agreement No. \_\_\_\_\_**

**2013 – MOU City of Calistoga/CPFA  
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**MEMORANDUM OF UNDERSTANDING**

**Between  
CITY OF CALISTOGA  
and  
CALISTOGA PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into between the CITY OF CALISTOGA, hereinafter referred to as CITY and CALISTOGA PROFESSIONAL FIREFIGHTERS' ASSOCIATION, hereinafter referred to as ASSOCIATION, a recognized employee organization pursuant to the provision of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.).

The parties agree that this Memorandum of Understanding shall be submitted to the City Council of the City of Calistoga with the joint recommendation of the designated representatives of the parties that the City Council resolve to adopt its terms and conditions and take such other and additional action as may be necessary to implement its provisions.

CITY agrees to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with ASSOCIATION, and shall consider fully such presentations as are made by ASSOCIATION on behalf of its members prior to arriving at a determination of policy or course of action.

The parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached an agreement thereon as set forth below.

The parties agree as follows:

**Article 1. Recognition**

CITY recognizes the ASSOCIATION as the exclusive representative on behalf of all employees in the bargaining unit represented by the Calistoga Professional Firefighters' Association In the following classifications:

Firefighters

Such representation being subject to and qualified by employee rights under applicable local, State and Federal law to be represented by the organization of their choice.

**Article 2. CITY Rights**

- A. Except as limited by the specific and express terms of the Agreement, CITY hereby retains and reserves unto itself all rights, powers authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of

the State of California, the Municipal Code of the CITY of Calistoga, and/or the laws and Constitution of the United States of America.

- B. The CITY shall retain and shall have the right to exercise the following rights, which include but are not limited to the following:
1. The right to hire and fire;
  2. The right to determine the mission of its constituent departments, divisions or commissions, and boards;
  3. The right to set standards of service and municipal fees and charges;
  4. The right to determine the procedures and standards of selection for employment, assignment, transfer and promotion of applicants and employees, provided in the case of employees that the Exercise of such right shall not infringe on any rights employee has under this MOU and/or statute;
  5. The right to direct its employees;
  6. The right to discharge or suspend employees for just cause and to take other disciplinary actions against its employees as set forth herein;
  7. The right to relieve its employees from duty because of lack of work or other legitimate reasons;
  8. The right to maintain the efficiency of governmental operations;
  9. The right to determine, the methods, means and personnel by which governmental operations are to be conducted;
  10. The right to determine job content and job classifications and meet and confer when applicable;
  11. The City reserves the right to contract out work, subject to meeting and conferring with the Association regarding the impact of the decision on the bargaining unit which is now being performed by the bargaining unit or which shall be performed in the future by the bargaining unit, provided this only occurs in those situations where the tasks cannot be accomplished by current association members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that CITY shall make every reasonable effort to place service requiring similar skills as the work performed by the employee when displaced by the contracting out and which requires minimal training to afford the employee opportunity to adequately perform the new position.

12. The right to take all necessary actions to carry out the mission of the CITY, its constituent departments, divisions, or commissions and boards in cases of emergencies; and
13. The right to exercise control and discretion over its organization and the technology of performing its work.

### **Article 3. Employee Rights**

Employees of the CITY shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment. Employees of CITY shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the CITY. Should any employee exercise that right, the employee organization shall be given advance notification prior to the implementation of the results of such self-representation.

### **Article 4. Access of Facilities**

- A. All ASSOCIATION business will be conducted by employees and ASSOCIATION representatives outside of established working hours, and CITY facilities will not be used for the conduct of ASSOCIATION business, unless permission is granted therefore in writing. Nothing herein shall be construed to prevent an ASSOCIATION representative or an employee from contacting the CITY Manager or other management representatives regarding personnel related matters during working hours.
- B. The authorized ASSOCIATION Business Agent shall be given access to work locations during working hours, provided that prior to visiting any work location the ASSOCIATION representative notifies the CITY.

### **Article 5. Dues**

The CITY shall deduct Association dues from employee's pay in conformance with State and CITY regulations. CITY shall pay to ASSOCIATION all sums deducted on account of such dues. ASSOCIATION shall provide CITY with authorization for such deductions, and said authorizations shall clearly state the terms and conditions for implementation of deductions and conditions for cancellation of deductions.

### **Article 6. No Discrimination**

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate union activities against any employee or applicant for employment by the ASSOCIATION or by the

CITY or by anyone employed by the CITY; to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability; however, the disabled person must be able to perform the essential functions established for the classification.

### **Article 7. Grievance Procedures**

- A. Grievances: An allegation by any regular employee that the employee has been adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures.
- B. Grievant: Is the Association or any regular employee adversely affected by a violation of a specific provision of the MOU, Department Policies and Procedures, Personnel Rules and Regulations and/or established procedures.
- C. Workday: A workday is any day the CITY offices are regularly open for business.
- D. Personnel Director: The Personnel Director shall be the City Manager or his/her designee.

#### 1. General Provisions

- a. Time limits may be waived by mutual written agreement of the parties.
- b. If the City does not meet the time limits, the grievance may be advanced to the next step at the option of the party waiting for the response.
- c. A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
- d. No reprisal shall be taken against any employee for the legitimate use of this procedure.
- e. Any grievance not timely filed or appealed within specified time limits, shall be null and void.

#### 2. Procedure

The following procedure shall be followed in presenting a grievance:

- a. The timelines set forth hereinabove are mandatory. Failure to comply with such timelines, as set forth herein shall terminate the rights granted hereunder.
- b. Within fifteen (15) workdays of the occurrence or within 15 days of when the employee should have reasonably known of the event-

giving raise to the grievance, the employee shall discuss the grievance with the immediate supervisor.

- c. If, after discussing the grievance with the supervisor, the employee is still dissatisfied, the employee may file a written grievance with the Department Head, provided such written grievance is filed within ten (10) workdays of the meeting referred to in Article 7.D. 2.b.
- d. The written grievance shall set forth a clear statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- e. A written decision within ten (10) workdays shall be communicated to the employee. If the response is not made within the time limits, or if the employee is still dissatisfied, the employee may appeal in writing to the City Manager or designee.
- f. An Employee appealing to the City Manager or designee shall file a written appeal within ten (10) workdays of notice of the decision referred to in Article 7.2.e within ten (10) workdays of the time limits within which the decision was required. The City Manager may also set the matter for grievance hearing. The City Manager or designee shall communicate his decision in writing within ten (10) workdays of receiving or holding of a grievance hearing, whichever is longer.
- g. City Manager's action shall be final and binding as there shall be no further review.

### **Article 8. Probationary Period**

The first six (6) months (or longer period as determined by the City Manager) of an Employee's service in a promotional position.

- A. **Objective.** The probationary period shall be regarded as a part of the selection process and shall be utilized for the purpose of determining the Employee's ability to perform satisfactorily the duties prescribed for the position and determining the Employee's ability to work with other Employees.

- B. **Length of Probation.** All initial and promotional appointments shall be tentative and subject to a probationary period of actual City service. The probationary period shall not include time served under any temporary appointment. The length of the probationary period for safety employees shall be twelve (12) months.
- C. The City Manager may establish probationary periods of longer term by class, by department, or City-wide. Such longer-term probationary periods shall be based on the need to adequately assess an Employee's on-the-job performance following the completion of an orientation and/or a training period.
- D. **Extension of Probation.** The probationary period of an individual employee may be extended by the City Manager, upon the request of the Department Head, for a period not to exceed an additional six (6) months. Approval of such extension by the City Manager shall be in writing with notification to the Employee involved prior to the end of the probationary period.
- E. **Rejection During Probation.** During the probationary period, an Employee may be rejected at any time by the Department Head without cause and without the right of appeal. The Department Head shall notify the City Manager in writing of the intention to reject an Employee during probation. Upon approval, the Department Head shall provide prompt notification to the Employee involved.
- F. **Rejection Following Promotion.** An Employee rejected during the probationary period following a promotional appointment shall be reinstated to a position in a former classification from which the Employee was promoted. However, if the cause for not passing probation was sufficient grounds for termination, the Employee shall be subject to termination without reinstatement to the lower position. Such termination shall be subject to the Discipline Procedures as contained in this manual.
- G. **Promotion During Probation.** While serving a probationary period, an Employee may be promoted to a position in a higher class provided the Employee is certified from the appropriate Eligible List in accordance with these rules. If an Employee is promoted during a probationary period, the Employee shall serve a new complete probationary period for the new class beginning with the date of appointment to the new class.
- H. **Leaving During Probation.** In the event probationary Employee takes an approved unpaid leave of absence of thirty (30) or more calendar days during his or her probationary period, the City Manager may, upon the recommendation of the Employee's Department Head, extend the probationary period for an equivalent period.
- I. **Completion of Probationary Period.** Prior to the completion of the probationary period, the Employee's Supervisor shall complete, and the Department Head



shall review and approve, a performance evaluation to ascertain whether the probationary employee may become a regular Employee of the City.

**Article 9. Sick Leave**

Sick leave shall be accrued at the rate of eleven point two (11.2) hours for each full calendar month of service. Please see Section 10.02 Sick Leave of the City's Personnel Rules and Regulations, for further information.

**Article 10. Vacation Leave**

Regular full-time employees shall accumulate vacation as follows:

	<b><u>Pay Period</u></b>	<b><u>Annual</u></b>	<b><u>CAP</u></b>
Year 1 through Year 3	4.67 hrs	112 hrs	336 hrs
Beginning Year 4 through Year 7	5.83 hrs	168 hrs	504 hrs
7 Complete Years and thereafter	9.37 hrs	224 hrs	672 hrs

No vacation shall accumulate until completion of probationary period. At the successful completion of the probationary period, a regular full-time employee's vacation balance shall be credited with 112 hours of vacation credit. Please see Section 10.01 Vacation Leave of the City's Personnel Rules and Regulations, for further information.

**Article 11. Holidays**

A. The following are CITY recognized Holidays:

New Year's Day	-	January 1
Martin Luther King's Birthday	-	3 <sup>rd</sup> Monday in January
President's Day	-	3 <sup>rd</sup> Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1 <sup>st</sup> Monday in September
Admission Day	-	September 9
Veteran's Day	-	November 11
Thanksgiving Day	-	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	-	Friday after Thanksgiving
Christmas Eve	-	December 24
Christmas Day	-	December 25

B. If an employee does not work on a City recognized holiday, the employee shall receive ten (10) hours straight-time pay or ten (10) hours compensatory time off for each of the recognized CITY holidays. If an employee works on a recognized holiday, the employee shall receive fifteen (15) hours' straight-time pay or fifteen

(15) hours compensatory time off in addition to the employee's normal pay for that day. It is the employee's option to receive pay or compensatory time off.

- C. The firefighters and the city have agreed to average the one hundred and twenty (120) hours of holiday pay over the 24 pay periods.

### **Article 12. Compensatory Time Off**

Employees eligible for overtime pay may elect or receive compensatory time off (CTO) at time and one-half ( 1 ½) in lieu of overtime pay. Employees may accrue and have a maximum current credit of eighty (80) hours of CTO. Sworn employees may accrue CTO on a fiscal year basis. CTO must be used by the Employee by the end of the fiscal year; otherwise, Employee will receive overtime pay in lieu of CTO.

### **Article 13. Unauthorized ( Unpaid) Leave**

- A. An Employee may be granted up to thirty (30) days of unpaid leave of absence at the sole discretion of the City. Unpaid leave shall be granted only for compelling reasons if operational requirements permit such absence. Leave without pay shall not be granted unless the Employee has already used all appropriate paid leave.
- B. An unpaid leave may be extended beyond thirty (30) days with the approval of the department Head or City Manager.
- C. Employees who are absent without authorization for three (3) consecutive working days and have not contacted their Supervisor will be assumed to have voluntarily resigned from City employment as of the end of the third day of absence.

### **Article 14. Wages**

Monthly salaries shall be provided for the employee classifications in accordance with the salary schedule in Appendix A.

### **Article 15. Call Back**

Should the City call back any full-time employee on stand-by, after his/her normal working hours to perform work, the City shall pay the employee time and one-half (1-1/2) for all hours actually worked, but in no event shall the employee receive less than a minimum of two (2) hours at time and one-half pay regardless of time actually worked as a result of being called back to perform services for the City.

## **Article 16. Standby**

Should the City call back any full-time employee on stand-by, after his normal working hours to perform work, the City shall pay the employee time and one-half (1 1/2) for all hours actually worked, but in no event shall employee receive less than a minimum of two (2) hours time and one-half regardless of time actually worked as a result of being called back to perform services for City.

## **Article 17. Differential and Bilingual Pay**

The City may require from time-to-time, the services of employees who are bilingual to provide translation for non-English speaking citizens. The Fire Chief will establish the requirements, standards, any testing procedures and documentation necessary to determine the competency necessary to qualify for bilingual pay.

Employees who are determined by the Fire Chief to be designated department translators will receive a 1.0% salary incentive for intermediate skills and 5% for fluent competency of such services. The language designated for bilingual pay shall be Spanish. Additional languages may be added to the provisions of this section based on City needs.

## **Article 18. Medical Benefits**

- A. Regular or probationary full-time employees are members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program. The City's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be the minimum payment required by the Public Employees Medical and Hospital Care Act.
  - 1. Effective July 1, 2011, the City shall contribute the below-listed amount per month toward each employee's premium:
    - a. 90% of the Dental Plan monthly premium amount and less the employee contribution, paid through a payroll deduction.
    - b. 90% of the Medical Plan monthly premium amount for Kaiser Blue Shield or PERS Choice, less the minimum premium payment required by PERS and less the employee contribution, paid through a payroll deduction.

An employee may use any and all contributions to Section 125 Plan toward the cost of employer-provided PERS Medical health insurance and Dental insurance for the employee and eligible dependents. An employee may not use funds for other reasons.

- C. Share the Savings Program

The City shall provide three hundred dollars (\$300.00) per month to any employee who meets the following criteria:

1. Declines the City sponsored Medical Coverage and
2. Provide the City with acceptable evidence of Medical Insurance from an alternate provider.

#### **Article 19. Dental Insurance**

- A. The CITY shall provide dental coverage for employees and qualified dependents, the premium to be paid in accordance with Article 18 during the term of this Agreement.
- B. The CITY reserves the right to select, change, administer or fund any insurance that now exists or may exist in the future, during the term of this Agreement.
- C. The CITY shall advise ASSOCIATION prior to any change of insurance carrier or method of funding coverage for any benefits for employees as required by State law.

#### **Article 20. Life Insurance**

The CITY shall provide life insurance and accidental death and dismemberment coverage for each employee covered by the MOU in the amount of at least \$50,000, or one year's base salary, whichever is greater, to include a double indemnity provision.

#### **Article 21. Service Longevity Pay**

- A. Effective upon the adoption of the MOU the CITY shall provide a lump sum Service Bonus in the following manner:
  1. On the completion of five (5) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 1.5% of the employee's annual base salary.
  2. On the completion of ten (10) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.0% of the employee's annual base salary.
  3. On the completion of fifteen (15) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.0% of the employee's annual base salary.

4. On the completion of twenty (20) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.
  5. On the completion of twenty-five (25) years of continuous service from the initial anniversary date with the CITY, the CITY shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.
  6. After the twenty-fifth (25th) year of service with the City, and upon completion of each fifth year of continuous service from the initial anniversary date with the City, the City shall provide the employee with a one-time lump sum Service Longevity Pay equivalent to 2.5% of the employee's annual base salary.
- B. Continuous service is defined as years from the anniversary date of initial hire of the employee.

## **Article 22. Retirement**

### **A. Employees Hired Before May 1, 2012**

For employees hired before May 1, 2012 only, the CITY shall provide employees with retirement coverage through the Public Employees' Retirement System (PERS) including the following:

1. Government Code Section 20965, Sick Leave Service Credit, and
2. Government Code Section 21354.4 3% @ 55 Full and Modified Formula.

### **B. Employees Hired On Or After May 1, 2012 And Before January 1, 2013, Or Employees Who Qualify For Pension Reciprocity**

For employees hired on or after May 1, 2012 and before January 1, 2013, as well as for employees who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related reciprocity requirements established by PERS, the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 21369 (2% @ 55) for safety employees and Government Code Section 21353 (2% @ 60) for Non-Safety employees. The formula shall be based upon a 3 year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

**C. Employees Hired On Or After January 1, 2013**

For employees hired on or after January 1, 2013 who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c), the City shall provide retirement coverage through the PERS retirement formula under Government Code Section 7522.20 (2.7% @ 57) for Safety employees and Government Code section 7522.20 (2% @ 62) for Non-Safety employees. This formula shall be based upon a 3 year average salary. The City also shall provide credit for unused sick leave pursuant to Government Code Section 20965.

**D. Employee Contributions**

All employees shall pay the full employees' share of Public Employees' Retirement employee contribution as determined by PERS; the City shall not pick up any portion of the required employee contribution.

**Article 23. Uniforms**

- A. The CITY shall furnish and maintain all uniforms prescribed by law or specified by the Fire Chief for the performance of the services, functions, and duties assigned.
- B. Uniform.
  - 1. All full-time Firefighters shall be issued, at the City's expense, the following items
    - a. 5 Topps Nomex shirts (style #5505) with white buttons, badge tab on the left side and Nomex labels removed, including CFD shoulder patches
    - b. 5 pair Topps Nomex Pants (style #5605)
    - c. Dutyman basket weave belt (style #16217)
    - d. 1 Lion brand duty jacket (style #3432) with removable liner including CFD shoulder patches
    - e. 1 pair 8" black leather Red Wing safety boots (style #4473)
    - f. 1 Fire Dept. issued badge
    - g. 1 name tag
  - 2. The City shall provide all personal protective equipment (P.P.E.) as required by C.C.R. regulations. This includes all equipment specific to wild land firefighting, structural firefighting and EMS responses.
- C. Uniform Cleaning and Replacement

## **Article 24. Equipment**

The City shall furnish and maintain all safety equipment prescribed by law and/or specified by the Fire Chief for the performance of services, functions, and duties assigned.

## **Article 25. Alcohol and Controlled Substance Abuse**

Employees are subject to Drug Testing in accordance with Section 3.08 Alcohol and Controlled Substance Abuse of the City of Calistoga Personnel Rules and Regulations Manual and the Department of Transportation Rules and Regulations.

## **Article 26. Personnel Rules and Regulations**

The Articles of this Agreement may also be covered in the CITY Personnel Rules and Regulations. If there is a conflict between the two, the provisions of this Agreement shall prevail over the Personnel Rules and Regulations.

Any specific reference of/to a section of the City's Personnel Rules and Regulations in this MOU is subject to review under the City of Calistoga Grievance Procedure.

## **Article 27. Provisions of Law**

If any provision of the application or any provision of this MOU as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

## **Article 28. Work Schedule**

The Firefighters work a traditional firefighter work schedule known as the 48/96 schedule. There will be three (3) platoons known as A, B & C shifts. Each shift will work forty-eight (48) hours on duty with the next ninety-six (96) hours off duty. (Example AABBC)

A tour of duty will commence at 0800 hours and terminate forty-eight (48) hours later at 0800. A tour of duty will consist of two (2) twenty-four (24) hour continuous shifts

It is understood by all parties that the firefighters can be ordered back on duty or mandated back to work in the case of an emergency or the vacancy of another firefighter.

The qualifications for the part time firefighters shall be those set and approved by the Fire Chief.

**Article 29. Successor MOU**

On or after September 1, 2014, either party hereto may, by written request of the other, initiate negotiations for a successor MOU. Upon receipt of written notice and/or proposals, negotiations shall begin no later than fifteen (15) days thereafter.

**Article 30. Term**

The term of this agreement shall be in effect from the date of final ratification and approval by the City Council and shall remain in full force and effect from that date through December 31, 2014.

Executed this \_\_\_\_\_ 2013

CITY OF CALISTOGA

CALISTOGA FIRE FIGHTERS'  
ASSOCIATION

\_\_\_\_\_  
Richard Spitler  
CITY MANAGER

\_\_\_\_\_  
Kris Breiner  
President

\_\_\_\_\_  
Richard Reed



**APPENDIX A**

	<b>January 1, 2013</b>				2%	Fixed
Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
1	4953	5200	5460	5733	6020	

	<b>January 1, 2014</b>				1%	Fixed
Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
1	5002	5252	5515	5791	6080	

Monthly Salary for both tables above are based on 2,763 straight time hours and 156 Overtime hours per year for a total of 2,920 hours.