

CITY OF CALISTOGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF CALISTOGA

AND

**CALISTOGA PROFESSIONAL
FIREFIGHTERS' ASSOCIATION**

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

**2023 – 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
Fire Engineers
Fire Captain

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 the recognized employee organization 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 the recognized employee organization.

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

Employees may sign up for Payroll Deduction of Association Dues with the ASSOCIATION. The ASSOCIATION will certify changes or new authorizations for dues deductions from members of the ASSOCIATION in an electronic data file to be transmitted to the CITY's Administrative Services Department – payroll unit. If an employee opts for such deduction, it is understood that the dues will be deducted starting from the first day of the pay period following receipt of the certification and shall continue until:

1. The last day of the last pay period following the transfer, promotion or demotion of the employee to a different bargaining unit; or
2. Until the end of the pay period following notification from the ASSOCIATION to the CITY to cease deducting dues, or a later date as specified by the ASSOCIATION (to coincide with the end of a pay period).
3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for the entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be

made. In this connection, all other legal and required deductions (including health care deductions) have priority over dues

4. The ASSOCIATION, in consideration for and as a condition of the CITY withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB866 shall hold harmless and indemnify the City of Calistoga, its officers and employees from any liability that may arise from making, canceling or changing requested deductions.
5. Employee Orientation: City shall provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by an Association, and the name of a representative of the Association. City will provide the ASSOCIATION President not less than ten (10) days notice of the onboarding orientation meeting held between CITY's human resources representative(s) and new bargaining unit employees, including the date, time and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Business Representative of the ASSOCIATION and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. A bargaining unit member attending the onboarding orientation meeting as the ASSOCIATION representative shall be given paid release time sufficient to cover the ASSOCIATION's presentation and related travel time. The ASSOCIATION will provide the human resources representative with the name(s) of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

To the extent required by Government Code Section 3558, CITY shall provide the ASSOCIATION President with a list of names and contact information (listed below) for any newly hired unit member within thirty (30) days of the date of hire or by the first pay period of the month following hire. CITY shall also provide the ASSOCIATION a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

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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. 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 twenty-one (21) calendar days of the occurrence or within twenty-one (21) calendar 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 fourteen (14) calendar days 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 fourteen (14) calendar days 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 fourteen (14) calendar days workdays of notice of the decision referred to in **Article 7.2.e** within fourteen (14) calendar days 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 fourteen (14) calendar days of receiving or holding of a grievance hearing, whichever is longer.
- g. If the employee believes that the grievance has not been resolved through the appeal to the City Manager/designee, the employee may appeal the grievance to a hearing before a third party, neutral arbitrator for advisory arbitration. Such appeal shall be concurrently filed by the employee to the City's City Manager and the Association's President.

Within fourteen (14) calendar days following receipt of the appeal for advisory arbitration, either the City Manager/designee or Association President/designee shall request a list of seven (7) arbitrators to be supplied by the State of California Mediation and Conciliation Service. The City Manager/designee or Association President/designee may mutually select one (1) arbitrator from the said supplied list or shall select one from the list by, after a toss of a coin (with the winner of the coin toss to decide which party shall move first), alternately striking names until one name remains. That person remaining shall serve as the arbitrator.

The fees of the arbitrator and of a court reporter, if any, shall be shared equally by the City and the employee. Each party shall be responsible for its own costs, including the costs of their advocates.

A hearing before the arbitrator shall be held within sixty (60) calendar days of the selection of the arbitrator, unless the selected arbitrator's schedule does not so permit. If the selected arbitrator's schedule does not so permit, either the parties shall mutually agree to extend the date of the hearing or, absent such mutual agreement, the selected arbitrator shall be the individual last struck before the arbitrator who is not timely available. This process shall continue until either a) the arbitrator is available to hold the hearing timely; or b) the parties mutually agree to a time extension; or c) none of the seven arbitrators are timely available and, if so, then the first arbitrator (i.e., the arbitrator whose name was not stricken from the listing of seven and thus contacted first) shall be the arbitrator (and notwithstanding the arbitrator's inability to hold the hearing within sixty calendar days).

The arbitrator's recommended decision shall be concurrently filed with the City Manager/designee, Association President/designee and the employee.

- h. Following the grievance arbitration hearing, the City Manager shall have thirty (30) calendar days following receipt to accept or reject the arbitrator's recommended decision. If the City manager does not act within the thirty (30) calendar days then the arbitrator's recommended decision is deemed adopted. In the event the City Manager rejects the arbitrator's recommended decision, then the decision of the City Manager shall be final and the City shall pay one hundred percent (100%) of the fees of the arbitrator and court reporter (i.e., fees of the arbitrator and court reporter are no longer equally shared between the City and the employee).

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

- A. Sick leave shall be accrued at the rate of eleven point two (11.2) hours for each full calendar month of service with unlimited accumulation thereof.
- B. Following the completion of the fifth (5th) year of City service and prior to the beginning of each calendar year, an employee wishing to cash out sick leave may make such a request before the end of the current calendar year. The maximum cash out of sick leave is the lesser of one hundred thirty-four and four-tenths (134.4) hours or the employee's projected December 31st sick leave balance less one hundred twenty (120) hours (December 31st of the same calendar year as the submittal for the sick leave cash out). This election shall be irrevocable. Payment will be made before December 31st of the next calendar year, but no sooner than at the time the

employee has accrued the number of sick leave hours requested to be cashed out at the rate of twenty-five percent (25%) of the covered employee's then existing wage.

- C. Employees who are absent without pay for any reason for more than four (4) working days during a calendar month shall not accumulate sick leave for that month.
- D. If an employee's employment is terminated for any reason, there will be deducted from the final check the amount of sick leave taken during employment with CITY in excess of the amount accrued.
- E. Sick leave means authorized absence from duty of an employee because of illness, injury, and exposure to contagious disease, or hospitalization. Although normal pregnancy and confinement is not to be construed as a reason for sick leave, pregnancy related illnesses or pregnancy related illness hospitalization shall be treated as any other illness or confinement.
- F. A former full-time employee who is reappointed to CITY service shall not be entitled to have restored to his/her credit any sick leave balance remaining at the time of his/her separation from CITY service.
- G. Up to forty-eight (48) hours of sick leave may be used per calendar year to care for members of the employee's immediate family who are ill or injured. Immediate family means:
 - Father
 - Mother
 - Father in-law
 - Mother in-law
 - Stepparent where there is a child rearing relationship
 - Grandparent
 - Brother
 - Sister
 - Brother in-law
 - Sister in-law
 - Spouse
 - Domestic partner
 - Child
 - Employee is a parent in a child rearing relationship
 - Stepchild where there is a child rearing relationship
 - Grandchild
- H. Any employee requesting sick leave shall furnish a certificate issued by a licensed physician, or other satisfactory proof of eligibility for sick leave, upon the request of the Department Head. Further, any earned sick day taken on either side of a holiday, or for more than three (3) consecutive days, will require a medical certificate in support thereof, and employee shall supply such certificate upon return to work, unless, at the discretion of the Department Head, such certificate is waived prior to the employee's return to work.

- I. Upon retirement, CITY will buy back any remaining unused days at the following rate: all such accumulated days shall be multiplied by twenty-five percent (25%) of the employee's then existing daily wage rate.
- J. CITY will provide sickness and disability insurance for each full-time employee covered by this MOU, enabling those employees who qualify to receive payments of up to One Thousand Dollars (\$1,000) per week for a period of up to one hundred eighty days (180).
- K. No employee shall feign illness or injury for the purpose of remaining away from scheduled duty assignments. Should such feigning of illness or injury occur, disciplinary action would be taken, up to and including dismissal from CITY employment.

Article 10. Vacation Leave

- A. Regular full-time employees shall accumulate vacation over 26 payroll periods as follows:

	<u>Pay Period</u>	<u>Annual</u>	<u>Cap</u>
Year 1 through Year 3	4.31 hrs	112 hrs	336 hrs
Beginning Year 4 through Year 7	5.38 hrs	140 hrs	420 hrs
7 Complete Years and thereafter	8.62 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.

Employees shall not earn vacation once their accrued vacation balance has reached three (3) times their annual maximum vacation accumulation.

Employees who have exceeded the maximum shall again begin to earn vacation when their balance is reduced below their maximum.

- B. Vacation Sell Back (effective January 1, 2019) Prior to the beginning of next calendar year and at the City Manager's discretion, an employee wishing to cash out vacation accruals may make such a request before the end of the current calendar year. The election is irrevocable. Payment will be made upon the employee's request, before December 31 of the next calendar year, but no sooner than at the time the employee has accrued the number of vacation hours requested to be cashed out. Vacation cash out is limited to forty (40) hours for employees with one through three years of service, sixty (60) hours for employees with four through six years of service, eighty (80) hours for employees with seven through ten years of service, and one hundred (100) hours for employees with eleven or more years of service.

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Article 11. Holidays

A. The following are CITY recognized Holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Admission Day	September 9
Veteran's Day	November 11
Thanksgiving Day	4 th 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 fire captain/engineers/firefighters and the City have agreed to average the one hundred thirty (130) hours of holiday pay over the 24 pay periods.

Article 12. Compensatory Time Off

Employees eligible for overtime pay may elect to receive compensatory time off (CTO) at time and one-half (1-1/2) 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**.

A. Shift Supervisor Designation

The Fire Engineers work a 2x4 (two on and four off) 56 hour schedule and it may be necessary for Fire Engineers to work out of class as a shift supervisor when the Fire Chief is on vacation, emergency calls such as, multi-vehicle accidents, structure fires, vegetation fires, Haz Mat incidents or complex incidents as determined by the Fire Chief that the Fire Chief is not available to manage the incident. If the Fire Engineers are required to perform as a shift supervisor during any of these incidents or while the Fire Chief is on vacation they shall receive a 5% out of class differential to their pay rate for the actual time spent during the incident or Fire Chief vacation.

This time shall be recorded on the Fire Engineer's time sheet and designated as Shift Supervisor on the submitted time sheet. This designation and hours worked in this capacity shall be verified by the Fire Chief.

B. **Cal OES Fire Captain/Engineer/Firefighter Strike Team Reimbursement**

In the event that a full-time Fire Captain/Engineer/Firefighter is dispatched from the city to serve as a strike team member in or out of the State of California reimbursement for time served on the strike team shall be paid as follows:

1. The Captain/Engineer/Firefighter strike team reimbursements shall commence upon leaving the Calistoga Fire Station and conclude when all department equipment is returned back into service to the Calistoga Fire Station.
2. The Captains/Engineers/ Firefighters performing strike team work during the employees regular work shift shall be compensated at their regular hourly rate of pay for all hours worked. Employees performing strike team work outside of the employees regular shift shall be compensated at time and one-half (1-1/2) of their regular hourly rate of pay for all hours committed to the incident.

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. 100% of the Dental Plan monthly premium amount, less the 10% employee contribution, paid through a payroll deduction.
 - b. 100% of the Medical Plan monthly premium amount as provided by CalPERS, less the 10% employee contribution, paid through a payroll deduction
 - c. 100% of the Vision Plan (effective March 1, 2022) monthly premium amount, less the 10% employee contribution, paid through a payroll deduction. Mandatory for all employees and is effective March 1, 2022.

An employee may use any and all contributions to a 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.

B. Share the Savings Program

The City shall provide four hundred dollars (\$400.00) per month to any employee who meets the following criteria:

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

C. Affordable Care Act

At such time as regulations are issued implementing the Affordable Care Act ("ACA"), the City and the CPFA will meet to discuss the impact, if any, of such regulations on any benefit plans offered by the City. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefits plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the CPFA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Article 19. Dental and Vision Insurance

- A. The CITY shall provide dental and vision 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. Bereavement Leave

- A. In the event of a death in the immediate family of an employee, the employee shall, on request, be granted time off with pay as necessary to make arrangements for the funeral and attend same, not to exceed three work days. Such bereavement leave shall not be deducted from any

accrued leaves including vacation, compensatory time off and sick leave. The employee may use five (5) days of sick leave (if available; otherwise vacation if available then compensatory time off) in addition to bereavement leave, consistent with the time limitations for sick leave in the event of the death of an immediate family member.

B. For purposes of this provision, the immediate family shall mean:

- Father
- Mother
- Father in-law
- Mother in-law
- Stepparent where there is a child rearing relationship
- Grandparent
- Brother
- Sister
- Brother in-law
- Sister in-law
- Spouse
- Domestic partner
- Child
- Child where the employee is a parent in a child rearing relationship
- Stepchild where there is a child rearing relationship
- Grandchild

C. The Employee may be required to submit proof of the relative's death before the final approval of leave with pay is granted.

Article 22. Medical Examination

Each calendar year the City will reimburse an employee for out-of-pocket costs of an annual physical examination and/or cancer screening up to an aggregate of two hundred fifty dollars (\$250).

Article 23. 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 onetime 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 onetime 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 onetime 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 onetime 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 onetime 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 full-time years from the anniversary date of initial hire of the employee.

Article 24. Educational Pay

An employee who possesses an Associate's or a Bachelor's degree in fire science, fire technology, or fire-related program receives two and one-half percent (2.5%) educational pay based on the employee's base wages.

The parties agree to a single-topic reopener of this 2022-2025 collective bargaining agreement for the purpose of meeting and conferring on Educational Pay, with the reopener to commence in July 2023.

Article 25. 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.

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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 7522.25 (2.0% @ 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.

E. **401 (a) Money Purchase Plan – City Contribution to Regular Full-Time PEPRAs and Regular Full-Time Classic Tier II Sworn Safety Employees**

Effective July 1, 2021, the City shall make a five percent (5%) of pre-tax base salary contribution to each regular full-time and regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account, up to the annual limit under IRC §415(c), which is equal to the lesser of (i) one hundred percent (100%) of each regular full-time and regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II safety employee's IRC §415 compensation or (ii) the dollar limit in effect for the year. The dollar limit for 2021 is \$58,000 and \$61,000 for 2022). These contribution limits may adjust annually.

1. These contribution limits are inclusive of the contributions of City, which also includes any contributions of City or employee to any other 401(a) accounts the regular full-time and regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II sworn safety employee holds with City or other entities related to the City that meet the controlled group rules under IRC §414(b), the common control rules under IRC §414(c), or the affiliated service group rules under IRC §414(m) as set forth in the Internal Revenue Code.

2. The City's pre-tax contribution to each regular full-time or regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account will be retroactive to July 1, 2021.
3. No interest will be paid on the retroactive pre-tax contribution.
4. Because the City contribution is derived from base salary, the City's dollar contribution to each regular full-time or regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II sworn safety employee's Calistoga 401(a) Money Purchase Plan account shall increase with any increase to the regular full-time or regular part-time PEPRAs and regular full-time and regular part-time Classic Tier II sworn safety employee's base salary, subject to the contribution limits set forth above.
5. In no event will the City contribution exceed 5% of the full-time or regular part-time PEPRAs or regular full-time and regular part-time Classic Tier II sworn safety employee's pre-tax base salary.
6. No employee contribution will be permitted to the employee's Calistoga 401(a) Money Purchase Plan account.

F. **Provision**

The retirement provision of the MOU shall be construed and enforced to the extent permitted by law.

Article 26. Uniforms

- A. The CITY shall provide and maintain all uniforms prescribed by law or specified by the Fire Chief for the performance of the services, functions, and duties assigned on an annual basis.
- B. Uniform.
 1. All full-time Fire Captains/Engineers/ Firefighters shall be issued, at the City's expense, the following items
 - a. 5 fire retardant shirts/tops and applicable accessories
 - b. 5 pair fire retardant pants
 - c. 1 basket weave belt
 - d. 1 duty jacket including applicable patches
 - e. 1 pair 8" black leather safety boots
 - f. 1 Fire Department issued badge
 - g. 1 name tag
 - h. 1 set workout attire (Logo T-shirt and Shorts)

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

The City will establish accounts at local cleaners and uniform supply stores for Fire Employees. The City will bear all costs of cleaning uniforms. The City will bear all reasonable repair and replacement costs of uniforms subject to authorization by the Fire Chief.

Article 27. 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.

The City shall provide (respirator) fit testing for all Captains, Engineers and Firefighters, annually.

Article 28. 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 29. 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 30. 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 31. Work Schedule

The Fire Captain/Engineers/Firefighters work a traditional fire captain/engineer/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 AABCC) "Shift" means twenty-four (24) hours and "tour" means forty-eight (48) hours.

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.

A three (3) platoon shift schedule shall be employed using the 7(k) criteria under the Fair Labor Standards Act (FLSA).

"Workweek" means a workweek that repeats and recurs on a multiple of between 7 and 28 days (7(k) exemption under the FLSA applies).

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

Article 32. Successor MOU

The parties agree to begin successor MOU negotiations one hundred fifty (150) to one hundred eighty (180) days prior to the expiration of the current MOU.

Article 33. Term

This Memorandum of Understanding shall be in effect the later of January 1, 2023 or on the date it is adopted by the City Council, except those provisions of this Memorandum of Understanding which have been assigned other effective dates and shall remain in full force and effect up to and including December 31, 2025.

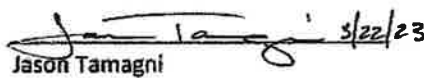
Executed this December 2021 2022

CITY OF CALISTOGA

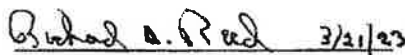


Laura Snideman
City Manager

CALISTOGA FIRE FIGHTERS' ASSOCIATION



Jason Tamagni
President



Richard Reed
Labor Consultant

APPENDIX A

1. The present monthly pay rate for represented classifications are:

Classification	Monthly-1	Monthly-2	Monthly-3	Monthly-4	Monthly-5	FLSA
Fire Captain	\$8,053	\$8,455	\$8,878	\$9,322	\$9,788	Non-Exempt
Fire Engineer	7,303	7,668	8,052	8,454	8,877	Non-Exempt
Firefighter	6,624	6,956	7,303	7,668	8,052	Non-Exempt

2. Effective the later of the beginning of the first full pay period following the City Council's adoption of the collective bargaining agreement or January 1, 2023, the base wages set forth in this **Appendix A, paragraph 1**, above, will be increased by six percent (6%).
3. Effective the beginning of the pay period which includes January 1, 2024, the base wages set forth in this **Appendix A, paragraph 2**, above, will be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2023 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).
4. Effective the beginning of the pay period which includes January 1, 2025, the base wages set forth in this **Appendix A, paragraph 3**, above, will be increased by the San Francisco-Oakland-Hayward Consumer Price Index, all urban consumers (CPI-U) for the October 2024 twelve-month increase with such wage increase to be a minimum of two percent (2%) and a maximum of five percent (5%).
5. Monthly Salary above are based on 2,912 hours (2,756 regular hours plus 156 overtime hours)

SIDE LETTER OF AGREEMENT

To the Memorandum of Understanding Between the City of Calistoga and the Calistoga Professional Firefighters' Association Regarding Biweekly Pay Periods

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Professional Firefighters' Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

WHEREAS, employees are presently paid bimonthly (twice monthly) with the first pay period of the first of the month through the fifteenth (employees paid on approximately the fifteenth) and the second pay period from the sixteenth through the end of the month (employees paid on approximately the last day of the month); and

WHEREAS, every pay period employees need to estimate the hours worked from the due date of timesheets (typically four days prior to the end of the pay period) and such estimations may be inaccurate due to additional hours worked or the use of paid time off (e.g., using vacation, sick leave, compensatory time off); and

WHEREAS, the CITY wishes to pay employees on a biweekly (every other week) basis, subject to the agreement between all of the City's represented employee associations.

Now, therefore, the parties agree as follows, effective October 1, 2023:

- Timesheets and paychecks will be on a biweekly basis and no longer on bimonthly basis.
- Employees shall be paid on the Friday following the close of the pay period (i.e., first paycheck will be October 20, 2023 and then every two weeks thereafter).
- The work period for fire safety employees is defined as the FLSA fire safety 7k exemption of one hundred six (106) hours in fourteen (14) days.
- The annual leave accruals (e.g., sick leave, vacation) will be maintained at the same annual amounts and will be recalculated from based on 24 bimonthly accruals to based on 26 biweekly accruals.
- As a transition from bimonthly to biweekly paychecks, an employee may borrow one thousand five hundred dollars (\$1,500.00) payable through the City's accounts payable process, with employee repayment of five hundred dollars (\$500) as a payroll deduction taken over the second paycheck in October 2023, the first paycheck in November 2023, and the second paycheck in November 2023. An employee who participates with this transition loan shall sign a promissory note which shall include repayment from the employee's accrued leave payouts should the employee separate from CITY employment prior to full repayment of the transition loan.

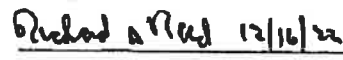
- The City may elect to not implement this Side Letter Agreement if all three of the CITY's bargaining units have not agreed to the change of biweekly timesheets and paychecks.

For the CITY

For the ASSOCIATION


Laura Snideman, City Manager

 12/16/22
Jason Tamagni, CPFA President

 12/16/22
Richard Reed
Labor Consultant
Reed + Associates

SIDE LETTER OF AGREEMENT

**To the Memorandum of Understanding
Between the City of Calistoga and the Calistoga Professional Firefighters' Association
Regarding Lump Sum Payment for Early Settlement**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Professional Firefighters' Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

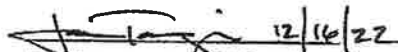
To encourage the early settlement of the successor collective bargaining agreement, upon the City's receipt of the signed, ratified Memorandum of Understanding, employees as of December 1, 2022 shall receive the following lump sum payment within three pay periods following the CITY's said receipt.

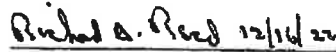
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services on or before noon of December 16, 2022, then the employees shall receive a lump sum payment of one thousand dollars (\$1,000).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after noon of December 16, 2022 but on or before December 30, 2022, then employees shall receive a lump sum payment of six hundred dollars (\$600).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after December 30, 2022 but on or before January 17, 2023, then employees shall receive a lump sum payment of three hundred dollars (\$300).
- If the ASSOCIATION returns the signed, ratified Memorandum of Understanding to the Director of Administrative Services after January 17, 2023, then there shall be no supplemental payment to the employees under this Side Letter Agreement.
- It is the parties intent that there shall be only one (1) lump sum payment dependent on the soonest date the signed, ratified Memorandum of Understanding is returned to the Director of Administrative Services.
- The parties intend that the lump sum payment is not subject to CalPERS reporting of benefits.
- A part-time employee shall receive a pro-rata amount based on the employee's full-time equivalence. Temporary employees do not qualify for any lump sum payment.

For the CITY


Laura Snideman, City Manager 1-26-23

For the ASSOCIATION


Jason Tamagni, CPFA President 12/16/22


Richard Reed
Labor Consultant
Reed & Associates

SIDE LETTER OF AGREEMENT

**To the Memorandum of Understanding
Between the City of Calistoga and the Calistoga Professional Firefighters' Association
Regarding Joint Labor-Management Committee**

This will confirm an understanding reached between the City of Calistoga (hereinafter referred to as the "CITY") and the Calistoga Professional Firefighters' Association (hereinafter to as the "ASSOCIATION"). Collectively, CITY and ASSOCIATION are hereinafter referred to as "the parties."

The parties agree to form a joint labor-management committee within one (1) month following adoption of the successor collective bargaining agreement, and meet starting within thirty (30) days following formation.

Membership of the joint labor-management committee will be the Fire Chief (who will serve as Committee Co-chair), one person designated by the Fire Chief, and two representatives of the ASSOCIATION (of whom one will serve as Committee Co-Chair).

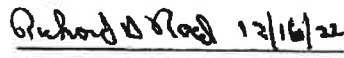
The Committee has the defined purpose to review the Fire Department protocols on overtime assignments (e.g., mandated overtime, volunteers, eligibility for overtime, etc.) and to make recommendations for any proposed departmental policy and/or operational changes which are within the Fire Chief's authority to implement.

For the CITY


Laura Snideman, City Manager

For the ASSOCIATION


Jason Tamagni, CPFA President


Richard Reed
Labor Consultant
Reed + Associates