

RESOLUTION NO. 40-24

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
APPROVING THE TENTATIVE AGREEMENT FOR AND THE SUCCESSOR MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF MORRO BAY AND THE
MORRO BAY FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3725
FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City of Morro Bay (“City”) has, and continues to, recognize the Morro Bay Firefighters Association, IAFF Local 3725 (“MBFFA”), as the sole exclusive employee organization representing the City’s fire fighting employees as defined by the parties in their labor agreements, for all matters concerning wages, hours and other terms and conditions of employment; and

WHEREAS, the current Memorandum of Understanding (“MOU”) between the City and MBFFA covering the period July 1, 2022 through June 30, 2024 was duly approved by the City Council on August 9, 2022 (“MBFFA MOU 2022-2024”); and

WHEREAS, the City and MBFFA entered into negotiations for a successor MOU covering the period of July 1, 2024 through June 30, 2027; and

WHEREAS, the City’s labor relations representatives and the MBFFA representatives successfully met and conferred to negotiate both a Tentative Agreement for the successor MOU and also the successor MOU between the parties, pursuant to both the Meyers-Milias-Brown Act (“MMBA”) (Gov’t Code Section 3500-3511) and the City’s Employer-Employee Relations Resolution, Resolution No. 08-17, and have jointly prepared and executed the attached Tentative Agreement (“MBFFA MOU 2024-2027 Tentative Agreement”), and the successor MOU between the City and MBFFA, for the period July 1, 2024 through, and including, June 30, 2027 (“MBFFA MOU 2024-2027”), both of which were ratified by MBFFA on or about June 13, 2024; and

WHEREAS, the MBFFA MOU 2024-2027 Tentative Agreement and MBFFA MOU 2024-27 are both subject to City Council acceptance and approval; and

WHEREAS, the MMBA requires pursuant to Government Code Section 3505.1 as follows:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

WHEREAS, once approved by the City Council the MBFFA MOU 2024-27 Tentative Agreement and the MBFFA MOU 2024-27 shall become binding agreements between the City and MBFFA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council approves the MBFFA MOU 2024-2027 Tentative Agreement between the City and MBFFA for the period of July 1, 2024 through, and including, June 30, 2027, a copy of which is attached hereto as Exhibit 1.

Section 3. The City Council approves the MBFFA MOU 2024-2027 as the successor MOU between the City and MBFFA for the period of July 1, 2024 through, and including, June 30, 2027, a copy of which is attached hereto as Exhibit 2.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 5. This resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 25th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

CARLA WIXOM, Mayor

ATTEST:

DANA SWANSON, City Clerk

Morro Bay Firefighters Association Local 3725

2024 Negotiation Proposal #3

June 12, 2024

1.	Contract Length	3 years	Agreed
2.	Wages - COLA	3% increase each contract year	Agreed
3.	Wages – Market adjustment	5% - year 1 3% - year 2 3% - year 3	Agreed
4.	Paid Leave	All paid hours to count as actual hours worked	Agreed
5.	Vacation accrual	Increase vacation accrual for all service years to median level with comparable cities	Awaiting city's response City agrees 6/12/24
6.	Longevity Pay	20 years – 1% 25 years – 2% 30 years – 3%	Agreed
7.	Insurances	Medical/Dental/Vision (city's current proposal)	Agreed
8.	Incentives - Education	\$40/pay period BA \$80/pay period MA	To clarify city's proposal of \$1000 – BA per year and \$2000 MA per year City agrees 6/12/24
9.	Incentives – Bilingual Pay	\$75/month written Spanish \$75/month spoken Spanish	Agreed

The parties agree to this Tentative Agreement dated June 12, 2024.

Michael K. Talmadge
Michael K. Talmadge (Jun 13, 2024 13:49 PDT)

Michael Talmadge, Fire Captain

Jeff Simpson
Jeff Simpson (Jun 13, 2024 15:52 PDT)

Jeff Simpson, Fire Captain

Kevin Hames
Kevin Hames (Jun 13, 2024 16:09 PDT)

Kevin Hames, Fire Engineer

Rachael Hendricks

Rachael Hendricks, HR/Risk Manager

Emily Conrad
Emily Conrad (Jun 14, 2024 10:53 PDT)

Emily Conrad, Finance Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MORRO BAY
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3725
AND
THE CITY OF MORRO BAY**

JULY 1, 2024 – JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MORRO BAY FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 3725
AND THE CITY OF MORRO BAY 2024 - 2027**

ARTICLE 1 PURPOSE

WHEREAS, the City of Morro Bay is a municipal corporation, existing under the laws of the State of California as a general law city (hereinafter referred to as the "CITY"); and

WHEREAS, the CITY is limited, insofar as funds are concerned, because of a fixed tax rate, and in structure because it is a public entity, rather than a profit-making business; and

WHEREAS, the Morro Bay Fire Fighters Association (hereinafter referred to as the "MBFFA") is an unincorporated association under the laws of the State of California, and is affiliated with the International Association of Fire Fighters (IAFF) as IAFF Local 3725; and

WHEREAS, the CITY and the MBFFA recognize that the mission and the purpose of the CITY are to provide high-quality and economical municipal services and facilities to the residents of the City of Morro Bay; and

WHEREAS, the prior Memorandum of Understanding between the CITY and MBFFA, which was approved August 9, 2022 pursuant to Resolution No. 74-22 and covered the period July 1, 2022 through June 30, 2024 ("MBFFA MOU 2022-24"); and

WHEREAS, the CITY and MBFFA now desire to enter into a successor MOU to the MBFFA MOU 2024-2027.

THEREFORE, this Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into as of July 1, 2024, between the CITY and the MBFFA.

It is the intent and purpose of this MOU to assure sound and mutually-beneficial working and economic relations and conditions between the parties hereto, to provide for an orderly and peaceable method and manner of resolving any differences, which may arise, and to negotiate any misunderstanding, which could arise, and to set forth, herein, the basic and full agreement between the parties, concerning the pay, wages, hours of employment, and other terms and conditions of employment.

ARTICLE 2 MANAGEMENT

2.1 In order to ensure that the CITY shall continue to carry out its public safety functions, programs, and responsibilities to the public, imposed by law, and to maintain efficient public safety service for the citizens of Morro Bay, the CITY continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities

set forth by law, and those CITY rights set forth in the CITY's Personnel Rules and Regulations and including, but not limited to, the following:

- 2.1.1 To manage the Fire Department, and determine policies and procedures and the right to manage the affairs of the Department.
- 2.1.2 To determine the existence, or nonexistence, of facts which are the basis of the management decision, in compliance with State law.
- 2.1.3 To determine the necessity, organization, implementation, and termination of any service or activity conducted by the CITY or other government jurisdiction, and to expand or diminish fire services.
- 2.1.4 To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees, in accordance with Department or CITY Rules, Regulations, or Ordinances.
- 2.1.5 To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of fire services to be provided to the public.
- 2.1.6 To require performance of other public safety services not specifically stated herein, in the event of emergency or disaster, as deemed necessary by the CITY.
- 2.1.7 To lay off employees of the Fire Department because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the CITY.
- 2.1.8 To determine and/or change the fire facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate or assign work by which the CITY fire operations and services are to be conducted.
- 2.1.9 To determine method of financing.
- 2.1.10 To plan, determine, and manage Department's budget, which includes, but is not limited to, changes in the number of locations and types of operations, processes, and materials to be used in carrying out all Fire Department functions and the right to contract or subcontract any work or operations of the Fire Department.
- 2.1.11 To determine the size and composition of the Fire Department work force, assign work to employees of the Fire Department, in accordance with requirements determined by the Fire Department, and to establish and require compliance to work hours and changes to work hours, work

schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this MOU, or subsequent MOUs.

- 2.1.12 To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and required compliance therewith.
- 2.1.13 To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees, in accordance with division and/or CITY Rules and Regulations.
- 2.1.14 To determine the issues of public policy, and the overall goals and objectives of the Fire Department, and to take necessary action to achieve the goals and objectives of the Fire Department.
- 2.1.15 To hire, transfer (intra- or inter- Department), promote, reduce in rank, demote, reallocate, terminate and take other personnel action for non-disciplinary reasons, in accordance with Department and/or CITY Rules, Regulations and Ordinances.
- 2.1.16 To determine policies, procedures and standards for recruiting, selecting, training, and promoting employees.
- 2.1.17 To establish, implement, and/or modify rules and regulations, policies, and procedures, related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
- 2.1.18 To maintain order and efficiency in Fire facilities and operation.
- 2.1.19 To restrict the activity of an employee organization on CITY facilities, except as set forth in this MOU.
- 2.1.20 To take any, and all, necessary steps and actions to carry out the service requirements and mission of the CITY in emergencies or any other time deemed necessary by the CITY, and not specified above.
- 2.2 Nothing herein is meant to diminish CITY rights provided by the Government Code.
- 2.3 Nothing herein is meant to diminish employee rights as provided by the Government Code, including the right to meet and confer on changes in standards for promotion.

ARTICLE 3 MBFFA RECOGNITION

3.1 Pursuant to Resolution No. 08-17, the Employer-Employee Relations Resolution of the City of Morro Bay and applicable state law, the MBFFA was designated by the CITY as the representative of CITY fire fighting employees. The term "employee" or "employees" as used herein is comprised of the following classifications:

Captain/Paramedic
Captain
Engineer/Paramedic
Engineer
Fire Marshal
Firefighter/Paramedic
Firefighter

3.2 Employees working on a regular basis in a classified position, but less than full-time, shall receive vacation and sick leave accruals on a pro-rated basis, commensurate with hours worked. All benefits for new hires, including insurance benefits, will be allocated on a pro-rated basis, commensurate with hours worked.

3.3 PROMOTION PROCESS AND PROBATIONARY PERIOD

3.3.1 When vacancies are identified in the ranks of Fire Engineer, Fire Captain, these vacancies shall be filled by a competitive testing process. This process may be done as an internal recruitment or an open testing process based on the number of qualified internal candidates as determined by the Fire Chief. The current number of qualified full-time Fire Engineer positions is nine (9) and the number of Captains is three (3).

3.3.2 An individual recommended for promotion, and failing to attain a passing grade in either the written or practical examination, shall not be eligible for reexamination until three (3) months after the date of failure.

3.3.3 The probationary period for new-hire employees and employees promoted to a new rank or position shall be twelve (12) months. There shall be a job position task book for the positions of Firefighter, Fire Engineer and Fire Captain that must be completed prior to the end of the probationary period. The probationary period may be extended an additional three (3) years to allow for completion of Paramedic training for employees hired with the requirement of obtaining a Paramedic certification. Successful completion of a probationary period includes receiving passing scores on all written and manipulative tests, satisfactory evaluations, completion of "capstone testing" if required by the position, and successfully obtaining any required certifications for the position. Internal candidates may be promoted prior to completing

all required certifications/or the position and will have the duration of the probationary period to complete and obtain all required certifications.

ARTICLE 4 MBFFA BUSINESS

- 4.1 Employee representatives, designated by the MBFFA, shall be granted time off, without loss of pay, to attend "meet and confer" sessions with the City Manager, and/or their designee(s), on subjects within the scope of representation, when such meetings are scheduled during regular working hours. Should such meeting extend beyond an employee representative's regular working hours, the employee representative shall be paid for only the regular working hours.
- 4.2 It is understood that this time-off provision shall only apply to a maximum of two employees attending any one meeting between CITY and MBFFA; where exceptional circumstances warrant, the City Manager may approve the attendance, at such meetings, of additional employee representatives. The MBFFA shall, whenever practicable, submit the names of all employee representatives to the City Manager, or their designee(s), at least two working days in advance of such meetings. Provided further: 1) no employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized CITY management official; and 2) any such meeting is subject to scheduling by CITY management, in a manner consistent with operational needs and work schedules.
- 4.3 Off-duty employees will not be paid for attending meet and confer sessions, nor will over-time be paid for same. The parties agree to consider the shift schedules of team members in scheduling meetings.
- 4.4 MBFFA may hold unit meetings at the Fire Station, 715 Harbor Street, with prior notice to the Fire Chief. The Fire Chief has the authority to deny and/or cancel said meeting, if it conflicts with official CITY activities or MBFFD duties.
- 4.5 The new hire will receive a copy of this MOU with their new employee orientation packet. MBFFA shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under this MOU.

The CITY will provide MBFFA's designated representative a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, the CITY will not provide MBFFA with the home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the CITY regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed.

MBFFA shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

ARTICLE 5 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this MOU:

- 5.1 Management's principal authorized agent shall be the City Manager, or their duly authorized representative(s), (address: 595 Harbor Street, Morro Bay, CA 93442; telephone (805) 772-6201), except where a particular management representative is specifically designated in the MOU.
- 5.2 The MBFFA principal authorized representative shall be the President or their designee of the unit, or their duly authorized representative(s) (address 715 Harbor St., Morro Bay, CA 93442).

ARTICLE 6 WITHHOLDING OF MBFFA DUES AND INSURANCE

- 6.1 As the recognized majority and/or exclusive employee organization, the MBFFA requests that the CITY deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the MBFFA, from the wages and salaries of members of the MBFFA. The MBFFA hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the CITY unless a dispute arises about the existence or terms of the authorization. The MBFFA membership dues shall be deducted each pay period in accordance with CITY procedures and provisions of applicable law from the salary of each employee whose name is provided by the MBFFA. CITY does not accept responsibility for computing the amounts of deductions or for meeting payment dates, which may not coincide with established pay periods. CITY will issue a single check to the MBFFA for the total amount of deductions withheld from the individual employees' pay. The MBFFA will be responsible for the accounting and disbursing of all such funds received from CITY. MBFFA will be responsible for properly notifying CITY of any changes in deductions, and will be the sole agent, through which CITY will act, in explaining, initiating, executing, or terminating the provisions of this Article. Such notification must be received by the CITY at least two weeks prior to the effective date of the change. Also, such change notice must include a copy of the notice sent to the employees officially, telling them of the change.

- 6.2 MBFFA shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.
- 6.3 It is agreed that CITY will deposit payroll deductions made payable to a CITY-approved Credit Union, providing the MBFFA makes arrangements for such services that are acceptable to both members and CITY.

ARTICLE 7 TERM

Except as otherwise specifically provided herein, the term of this MOU shall be from July 1, 2024 through June 30, 2027.

ARTICLE 8 RENEGOTIATIONS

- 8.1 In the event either party wants to renegotiate a successor MOU, such party shall serve upon the other, prior to January 31, 2027, its written request to begin negotiations, as well as its full and entire written proposals amending this MOU. Negotiations shall commence no later than March 15, 2027.
- 8.2 The parties agree that, except by mutual agreement, no new subjects may be introduced into the process after the third (3rd) negotiations meeting.
- 8.3 Should the parties be unable to reach agreement on a new contract before the current contract expires, all applicable provisions of this MOU shall remain in full force and effect until such time as a new MOU is reached, or September 30, 2027, whichever first occurs.

ARTICLE 9 ANTI-DISCRIMINATION

The CITY and MBFFA mutually agree they will not discriminate against employees for the exercise of their rights under the State of California Government Code Section 3502.

ARTICLE 10 WORK SCHEDULE (FOR FIRE MARSHAL, SEE ARTICLE 30)

This article is intended to define the normal hours of work, and shall not be construed as a guarantee of work per day or work per week or of days of work per week.

10.1 WORKDAY

The normal workday shall be a twenty-four (24) consecutive hour period, except in cases of emergency or for reasons of attendance at extended training opportunities, or temporary duty assignments while on light duty, when other shifts may be assigned by the Chief, provided there is mutual agreement between the parties.

10.2 WORKSHIFT

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four days (96 hours) prior written notice to the employee. Call out or overtime does not constitute a change in work shift.

10.3 WORKWEEK

The normal workweek shall average fifty-six (56) hours of work in a seven (7) consecutive day period, except in cases of emergency.

10.4 OVERTIME

10.4.1 Overtime is defined as all hours worked in excess of 106 hours worked in a 14-day work period. For those assigned to an 8-hour day, overtime shall be defined as all hours worked in excess of forty hours per week.

10.4.2 All paid leave, including vacation time, bereavement, sick time, and compensatory time off shall be treated as hours worked for the purposes of calculating overtime.

10.4.3 All overtime, as defined above, shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Compensatory time off earned, pursuant to 10.4.4 below, will accrue at one and one-half (1.5) times hours worked.

10.4.4 Employees, required to return to work on an approved vacation day, shall be paid at the rate of 1.5 times their regular rate of pay for the hours actually worked.

10.4.5 Employees may elect compensatory time off (CTO) in lieu of paid overtime, subject to the following provisions.

10.4.5.1 CTO may be elected for overtime incurred due to training time only.

10.4.5.2 Maximum CTO accrual will be 140 hours. All overtime earned after CTO is accrued to the 140-hour maximum will be paid in cash.

10.4.5.3 Accrued CTO may be cashed out upon the request of the employee and the approval of the department. CTO accrued at time of separation will be paid off.

10.4.5.4 CTO may be taken off upon employee request and department approval.

10.4.5.5 Other overtime provisions notwithstanding, employees forced to hold over for 12 hours or more will receive time and one-half compensation for the hours worked on that day.

10.5 EMERGENCIES

10.5.1 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency.

10.5.2 Such emergency assignments shall not extend beyond the period of said emergency.

10.5.3 Short-staffing, caused solely by absences due to employees taking approved paid leave, shall not be considered an emergency.

ARTICLE 11 VACATIONS AND HOLIDAYS

11.1 CITY and MBFFA agree that difficulties exist in equating the work schedules of fire fighters to the work schedule of non-shift personnel, i.e., shift periods compared to hours and days worked by other CITY employees. Therefore, a formula is agreed to for computing the vacations and holiday periods for fire fighters. Such formula is agreed to be a ratio as follows: Fire Fighter's total available shifts per year is to the general employees' total available workdays per year (260) as X is to the number of authorized vacation and holidays days of the general employees, when X equals the amount of shifts off for Fire Fighters comparing Fire Fighters to employees of equal tenure.

11.2 Pursuant to Section 11.1, the following lists the vacation and holiday annual accrual schedule for members of the MBFFA assigned to shift work:

SERVICE YEARS	VACATION ACCRUAL HOURS	HOLIDAY ACCRUAL HOURS	TOTAL ANNUAL ENTITLEMENT HOURS	SHIFTS/ YEAR
0 thru 2	112.0	146.96	258.96	10.790
3 thru 4	127.7	146.96	274.66	11.444
5 thru 6	143.4	146.96	290.36	12.098
7 thru 8	159.1	146.96	306.06	12.753
9 thru 10	174.8	146.96	321.76	13.407
11 thru 12	190.5	146.96	337.46	14.061
13 thru 14	206.2	146.96	353.16	14.715
15 thru 16	221.9	146.96	368.86	15.369
17 thru 18	237.6	146.96	384.56	16.023
19 thru 20	253.3	146.96	400.26	16.678
21+	269.0	146.96	415.96	17.332

11.3 MAXIMUM ACCUMULATION

It is recognized long-standing accumulations of vacation/holiday time exist for some employees. In order to compensate employees for this unused time, CITY and MBFFA agree on the following policy:

- 11.3.1 Unused vacation/holiday leave may be carried over into the following year to a maximum of two times an employee's annual accumulation of vacation time plus one year of holiday time. Employees exceeding the maximum, as of the pay period containing November 1 of each year, will be paid off for time exceeding the maximum. The CITY shall make said payment with the pay period containing December 1 of each year. Payment shall be computed, based upon the employee's base hourly rate of pay as of June 30 of the same calendar year.
- 11.3.2 Employees separating from the CITY are entitled to pay for the accumulated vacation based upon employee's base hourly rate of pay at separation.
- 11.3.3 Employees will be provided an option to convert up to one hundred twelve (112) hours of accrued vacation into compensation per calendar year, subject to meeting the requirements of Section 11.3.4.
- 11.3.4 To be eligible for cash out of accrued vacation leave pursuant to Section 11.3.4, an MBFFA employee must pre-elect the number of vacation hours they will cash out, up to a maximum of one hundred twelve (112) hours, by December 15 of the preceding calendar year. The election will apply only to vacation hours to be accrued in the next calendar year. The election to cash out vacation hours in each designated year is irrevocable once made. MBFFA employees who elect to cash out vacation leave hours must cash out the number of accrued hours pre-designated on the irrevocable election form provided by the City. MBFFA employees who pre-designate cash out vacation leave hours may request a cash out at any time in the designated calendar year by submitting a cash out request at least 30 days in advance to Human Resources. Human Resources will confirm the cash out vacation hours have been accrued and is consistent with the amount the MBFFA employee pre-designated, then forward to payroll to complete the cash out request. If the full amount of vacation leave hours designated for cash out is not available at the time of cash out request, the maximum available will be paid, but the remaining pre-designated vacation leave hours will have to be cashed out before year end.

For MBFFA employees who have not requested payment of the elected cash out amount by November 1 of each year, payroll will automatically cash out the pre-designated amount in a paycheck

issued on or after the payroll date including November 1. Additionally, the City may, prior to the end of the calendar year, automatically cash out the vacation leave accrued each pay period by a MBFFA employee such that the vacation leave cash out is consistent with the employee's pre-elected number of vacation leave cash out hours for that year.

MBFFA employees who do not pre-designate vacation leave cash out hours or who decline the cash opt option by the December 15 deadline will be deemed to have waived the right and will not be eligible to cash out any vacation leave in that year.

11.4 The following holidays are used in Section 11.2 above, to determine total annual entitlement. Employees may be scheduled to work on holidays. All employees, except those assigned to 8-hour shifts, shall be compensated for holidays as provided in 11.2 above.

New Year's Day	January 1 st
Martin Luther King, Jr.,	3 rd Monday in January
Lincoln's Birthday	February 12 th
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25 th
Floating Holiday	Varies
Floating Holiday	Varies

11.5 For any additional holiday proclaimed by the Mayor, shift employees shall be paid (not banked) for 11.2 hours of work, and employees assigned to eight-hour duty shall receive the holiday off. Employees may be scheduled to work on such holidays.

ARTICLE 12 SICK LEAVE

12.1 It is agreed that the firefighters will earn sick leave per month at the same ratio that their assigned shift schedule compares to other full-time employees (1.4:1) for 24-hour shift workers or (1.0:1) for eight-hour shift employees. There shall be no maximum number of sick leave hours that a member of MBFFA may accrue.

12.2 All use of sick leave shall be charged on an hour-for-hour basis.

12.3 At termination, accumulated in the sick leave accrual is not compensable; however, upon retirement, sick leave accrual may be converted to additional

time, as provided by California Public Employees Retirement System (CalPERS) unused sick leave credit.

- 12.4 Any use of sick leave, covering a period beyond seven calendar days, may require approval by a qualified medical authority for release to resume regular duties.
- 12.5 Credits added to the Sick Leave Accrual account for full-time employees, after the date above, shall be 11.2 hours per month, or 0.046154 hours, for each regular hour worked for part-time employees on shift work or eight (8) hours per month for employees assigned to an eight-hour day.
- 12.6 Based on individual utilization of paid sick leave in the preceding calendar year, an employee may convert unused accumulated sick leave into paid vacation leave once per calendar year, pursuant to the formula below:

<u>Sick Leave Utilization</u>	<u>Maximum Conversion</u>	
	<u>Sick Leave</u>	<u>Vacation Leave</u>
0 hours	96 hours	48 hours
.25 to 8 hours	72 hours	36 hours
8.25 to 16 hours	48 hours	24 hours
16.25 to 25 hours	24 hours	12 hours
Over 25 hours	0 hours	0 hours

At least 160 accrued hours must remain in employee's sick leave bank for any employee to be eligible for conversion, or for any conversion to be authorized. In addition, the right to convert does not carry over or rollover from calendar year to calendar year; failure to request conversion, in the current calendar year, eliminates the right to do so for that calendar year, and does not permit employees to aggregate conversion hours in any other calendar year.

ARTICLE 13 RETIREMENT BENEFITS

- 13.1 It is the employee's obligation to contribute the employee's contribution to CalPERS. The employee shall pay their own contribution by payroll deduction, consistent with the provisions of 414 (h) 2 of the Internal Revenue Code.
 - 13.1.1 Following City Council approval of the MBFFA MOU 2022-24, the CITY will implement cost sharing retroactive to the first full payroll period including July 1, 2022. Pursuant to Government Code section 20516(f), all MBFFA members will contribute an additional 2% to CalPERS as cost sharing for a total CalPERS Classic Tier 1 & Tier 2 contribution of 11% and PEPRA Members (Tier 3) paying the statutorily mandated employee contribution rate of one half of the total normal cost plus 2% of the employer cost. The 2% contribution will be pre-tax pending approval by City Council and implementation a CalPERS Contract Amendment pursuant to Government Code section 20516. Following implementation of the CalPERS Contract Amendment, the 2% contribution will be pre-

tax. It is expressly understood and agreed that the City has no authority or jurisdiction by which to bind CalPERS, the Internal Revenue Service (IRS), the Franchise Tax Board or any other agency (collective "Entities") to a determination that such contributions are indeed pre-tax. Thus the parties acknowledge and agree that the City shall have no liability to any individual unit employee or the collective bargaining unit should any of the aforementioned Entities reject the treatment of said contributions as pre-tax.

- 13.1.2 Effective no sooner than the pay period including July 1, 2023, CalPERS Classic Member Tier 1 & 2 MBFFA members shall make an additional 1% cost-sharing contribution to the employer's contribution to CalPERS for a total CalPERS contribution of 12%.
- 13.2 The CITY agrees to continue to provide MBFFA, hired prior to March 19, 2011, with a retirement benefit program through the CalPERS as follows:
 - 13.2.1 3% @ 50 formula (Section 21362.2)
 - 13.2.2 Unused Sick Leave Credit (Section 20965)
 - 13.2.3 Military Service Credit (Section 21023.5, 21024 & 21027)
 - 13.2.4 Final Compensation 1 year (Section 20042)
 - 13.2.5 1959 Survivor Benefit Level 4 (Section 21574)
 - 13.2.6 Pre-Retirement Death Benefits (Section 21548 Option 2W & 21551)
 - 13.2.7 Retired Death Benefit \$500 (Section 21620)
 - 13.2.8 Prior Service (Section 20055)
 - 13.2.9 Public Service Credit for Periods of Layoff (Section 21022)
- 13.3 All employees, hired on or after March 19, 2011, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the definition of *classic member*, pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), in the regular, full-time classifications listed in Article 3.1 of this MOU between the CITY and the MBFFA, shall be provided with the following CalPERS retirement benefits:
 - 13.3.1 3% @ 55 formula (Section 21363.1)
 - 13.3.2 Unused Sick Leave Credit (Section 20965)
 - 13.3.3 Military Service Credit (Section 21023.5, 21024 & 21027)
 - 13.3.4 Final compensation 3 Year (Section 20037)
 - 13.3.5 1959 Survivor Benefit Level 4 (Section 21574)
 - 13.3.6 Pre-Retirement Death Benefits (Section 21548 Option 2W & 21551)
 - 13.3.7 Retired Death Benefit \$500 (Section 21620)
 - 13.3.8 Prior Service (Section 20055)
 - 13.3.9 Public Service Credit for Periods of Layoff (Section 21022)
- 13.4 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, Sworn employees hired, who meet the definition of *new member* under PEPRA and are not eligible for reciprocity will be provided the following CalPERS benefits:

- 13.4.1 2.7% @ 57 formula (Section 7522.25(d))
- 13.4.2 Unused Sick Leave Credit (Section 20965)
- 13.4.3 Military Service Credit (Sections 21023.5, 21024 & 21027)
- 13.4.4 Final compensation 3 Year (Section 20037)
- 13.4.5 1959 Survivor Benefit Level 4 (Section 21574)
- 13.4.6 Pre-Retirement Death Benefits (Section 21548 Option 2W and 21551)
- 13.4.7 Retired Death Benefit \$500 (Section 21620)
- 13.4.8 Prior Service (Section 20055)
- 13.4.9 Public Service Credit for Periods of Layoff (Section 21022)

13.5 Deferred Compensation: Effective the pay period including July 1, 2022, the CITY will contribute, on a 2:1 basis (i.e., employee contributes \$2, and CITY contributes \$1) with CITY maximum of \$1,200.00 per employee in any calendar year, to an employee's deferred compensation 457 plan.

ARTICLE 14 HEALTH BENEFITS

14.1 CITY shall pay, to each active employee by each pay period, the monthly sum of the health plan selected by the employee, and dental/life and vision plans. CITY and MBFFA agree that CITY payment of this lump sum is to be used to provide medical care coverage for the employee and/or employees dependents, and that the employees hold harmless the CITY, its officers and agents, including, but not limited to, liability arising out of this MOU. Employees will be supplied with the current division of payment for medical, dental/life, and vision insurance between CITY and each employee in MBFFA, as changes occur during this MOU.

14.2 HEALTH INSURANCE

For calendar years 2024, 2025, 2026, and through the end of fiscal year 2026/2027, MBFFA shall receive a cafeteria plan contribution (including the minimum contribution amount required by CalPERS) as follows:

CITY to pay an amount equal to 100% of the Employee only premium, 90% of the Employee + 1 premium, and 89% of the Employee + 2 or more premium for the lowest cost PPO plan offered through CalPERS.

14.3 DENTAL, LIFE, AND VISION INSURANCE

For calendar years 2024 and 2025 CITY will contribute 100% of the dental and vision premiums for Employees and their dependents.

CITY will pay up to a 5% increase in premiums for calendar year 2026 and up to a 5% increase for 2027 through the end of the 2026/2027 fiscal year, June 30, 2027. Employees will pay for any increase beyond 5%.

Life insurance is provided at \$50,000 per employee.

14.4 The provisions of this ARTICLE shall be binding on the parties through the remainder of the term of this MOU, which will be effective upon City Council approval.

ARTICLE 15 UNIFORM ALLOWANCE

The uniform for the Fire Department is a two-piece work uniform and two T-shirts, of a style, material and manufacture determined by the Fire Chief. Two (2) complete uniforms will be provided upon initial employment with the Fire Department, and replacements provided are on an "as needed basis," as determined by the Fire Chief. The CITY will provide safety footwear of a type, style, and manufacture, as recommended by the Fire Chief. CITY is responsible for normal upkeep, i.e., heels and soles, with replacement as determined by the Fire Chief.

ARTICLE 16 SALARIES

16.1 Effective at the beginning of the pay period that contains July 1st each year, the CITY shall implement an across-the-board cost of living adjustment ("COLA") base salary increase, as follows:

- July 1, 2024.....3%
- July 1, 2025.....3%
- July 1, 2026.....3%

16.2 In addition to the annual COLA, above, the CITY shall provide an additional across-the-board equity adjustment base salary increase for each unit classification effective at the beginning of the pay period that contains July 1 each year, as follows:

- July 1, 2024.....5%
- July 1, 2025.....3%
- July 1, 2026.....3%

16.3 Any and all education/ special pay incentives will be added to base salary.

16.4 Electronic Deposit. All employees hired after January 1, 2003, shall receive their pay by electronic methods. New hires must present account information for a checking or a savings account, with an ACH member financial institution.

ARTICLE 17 SPECIAL PAY PRACTICES

17.1 MEDIC DIFFERENTIAL

17.1.1 An employee, certified as an EMT-P (Paramedic), shall receive Paramedic Incentive Pay calculated as 10% of base salary to be paid on a bi-weekly basis.

17.1.2 The CITY may require any employee to attend EMT-P training.

17.2 CALL-OUT PAY

- 17.2.1 It is agreed that the CITY will guarantee a minimum of three (3) hours pay, computed at straight hourly rates, for any MBFFA member called back to duty from an off-duty status.
- 17.2.2 If an employee is called to return to duty, such call-out shall not be canceled until the employee reports to the Fire Station. To be eligible to receive the minimum, the employee must report to the Fire Station.
- 17.2.3 If an employee is on-duty and held beyond the end of the work period, time worked will be paid as actual hours worked, under Section 10.4 of this MOU. Such holdover shall not qualify for Call-out Pay.

17.3 WORKING OUT-OF-CLASS

Employees may be worked on an out-of-class assignment only as provided in the Personnel Rules and Regulations of the CITY, except as provided herein below:

- 17.3.1 For long-term out of class assignments more than six (6) months, then starting on the first day of the extension:
- 17.3.2 The employee shall continue to receive the 5% compensation, if the out-of-class assignment is required to fill an absence due to an employee who is out on 4850 leave.
- 17.3.3 The employee shall receive an additional 5% for a total of 10% additional compensation, if the out-of-class assignment is required to fill a vacant position.
- 17.3.4 An employee placed in an out-of-class assignment will not be taken off that assignment for the sole purpose of avoiding the payment provided above.
- 17.3.5 Whenever possible, CITY intends to fill vacancies with qualified employees.
- 17.3.6 Short-term out-of-class assignments (such as acting captain) will be paid on an hour-for-hour basis at 5% of base salary.

17.4 STANDBY PAY

Compensation for standby duty for acting Fire Chief position, when not called back to duty, shall be paid three (3) hours of overtime pay (acting rate) per full 24-hour shift.

17.5 SPECIAL ASSIGNMENT PAY

17.5.1 Unit members, possessing the appropriate certification as determined by the City, and assigned to work as part of the Rescue Water Craft program operating specialized equipment, shall receive additional compensation of two percent (2%) of base pay. This incentive is limited to a maximum of six (6) designated employees, but may be expanded to eight (8) designated employees, upon approval of City Manager and City Council approval of the additional budgeted funds. City makes no representations as to whether this special pay may be included in a Unit member's "compensation earnable" for purposes of determining the Unit member's CalPERS retirement allowance.

17.5.2 Unit members, possessing the appropriate certification as determined by the City, and assigned to work as part of the San Luis Obispo County Hazardous Materials Team shall receive additional compensation of two percent (2%) of base pay. This incentive is limited to a maximum of two (2) designated employees, starting upon approval of this MOU.

17.6 CELL PHONE STIPEND

CITY will provide a monthly stipend of \$50.00 to MBFFA represented employees required to use their personal cell phone for CITY business. This provision shall not apply to employees who have been issued a CITY-owned cell phone or table that serves the same business purpose.

17.7 BILLINGUAL PAY (SPANISH)

Unit members may earn \$75 per month for speaking Spanish, and \$75 per month for writing in Spanish, for a total possible of \$150 per month. Members receiving Bilingual Pay are expected to use this skill to support their own City department functions and other departments, when needed, to effectively communicate with the public.

A test is required; Human Resources, or their designee, will administer the test.

17.8 EDUCATION INCENTIVE PAY

Effective July 1, 2024, employees shall be eligible for an educational incentive for the following degrees:

- Bachelor's Degree - \$1000 per year, \$38.46 per pay period
- Master's Degree - \$2000 per year, \$76.92 per pay period

17.9 LONGEVITY INCENTIVE PAY

Effective July 1, 2024, employees shall be eligible for Longevity Incentive Pay for the following years of service with the City of Morro Bay:

- 20 years of service – 1% of base salary

- 25 years of service – 2% of base salary
- 30 years of service – 3% of base salary

Longevity incentives are not stackable or cumulative. Employees receive pay for the highest years of service for which they qualify.

ARTICLE 18 HEALTH AND SAFETY

- 18.1 Management shall provide and maintain safe and healthy work facilities and equipment.
- 18.2 Safety and health conditions in employment in the CITY are subject to the provisions of State and Federal legislation, which regulates the health environment and safety conditions of the workplace.
- 18.3 A Citywide Safety/Loss Control Committee shall be established and shall review accidents, review alleged safety deficiencies, and recommend safety training and safety equipment. The MBFFA may appoint one Unit representative to serve on the committee. If the committee meets, during the designated employee's normal working hours, the employee shall receive paid release time to attend the meeting.
- 18.4 If an employee becomes alerted to an unsafe condition or health hazard, they shall report such condition to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally, or through the steward, to their Department Head, or designated safety representative. On any matter of safety not resolved, after proceeding through the above process, consultation will take place between management and the MBFFA, if requested.
- 18.5 A first aid kit shall be furnished and maintained at work facilities readily and conveniently accessible to MBFFA employees.
- 18.6 Management agrees to provide to employees, who are exposed to potentially toxic agents or toxic materials, the appropriate medical services at no cost to the employee.
- 18.7 Any safety equipment required by the CITY shall be furnished by the CITY.

ARTICLE 19 MINIMUM STAFFING

- 19.1 CITY agrees to provide minimum staffing of three full-time personnel except in cases of emergency as determined by the Fire Chief.
- a. Exception: For brief transitional periods lasting 10 hours or less, minimum staffing may be allowed to drop to a minimum of two with the Chief's approval.

- 19.2 Prior City Strategic Plans have recommended the CITY provide 4-person daily staffing in the Fire Department.
- a. The CITY and MBFFA agree that 4-person full-time minimum staffing will be provided in the MOU, when a second fire station or second company is staffed and operational. The 4-person minimum refers to the total on-duty staffing of full-time firefighters in the CITY.
 - b. The CITY currently staffs a single, two-piece suppression company consisting of two apparatus. This response configuration is not affected by item a. above.
- 19.3 The CITY agrees to cap the total number of part-time, unrepresented firefighters to one per scheduled 24-hour shift.
- a. Exception: In an emergency, and for mutual aid response coverage, the CITY may have more than one reserve firefighter working 24-hour shifts, provided the CITY is meeting its minimum staffing requirements.
- 19.3.1 The Fire Chief may assign the least senior qualified Engineer as a floater to fill shifts when other Unit members are off on leave, training, or otherwise unable to cover their assigned shifts. There may also be some situations whereby it may be a benefit to both parties wherein the Fire Chief may assign a represented member who may need to flex their schedule as the floater upon the agreement of both the Fire Chief and the member.
- 19.3.2 The CITY will post a work schedule every 30 days for the vacation relief position, and provide 96 hours notice prior to making schedule changes. There will be no more than two schedule changes within each 30-day schedule.

ARTICLE 20 PERSONNEL RULES

Parties recognize the applicability and agreement with the Personnel Rules utilized by the CITY for all employees. From time to time, the Personnel Rules may be amended, and the CITY will offer the opportunity to meet and confer on those items, within the scope of bargaining. Nothing in this article shall make the CITY's Personnel Rules subject to the Grievance Procedure.

ARTICLE 21 LAYOFFS

The parties agree to use the layoff procedure as set forth in 2.32.120 of the CITY's Municipal Code and the CITY's Personnel Rules.

For purposes of workforce reductions, as outlined by the CITY's Personnel Rules and Regulations, shifts worked by part-time, unrepresented employees will be eliminated prior to a reduction in full-time MOU-represented personnel.

ARTICLE 22 PROCESSING OF FORMAL GRIEVANCES

- 22.1 The MBFFA agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. It is further agreed that the time spent on an investigation and processing of grievances will not interfere with the normal operation of the department. CITY agrees to provide a reasonable amount of time for the investigation and the processing of a grievance, but by so agreeing does not imply that the processing or investigation of a grievance shall take priority over normal functions of the department.
- 22.2 CITY further agrees that any payment of overtime arising because of MBFFA personnel's involvement in grievance investigation or processing shall not be authorized. Time spent on the investigation and processing of grievances will be recorded on a form provided by CITY. Stewards will be permitted reasonable time-off with pay for the investigation and processing of grievances provided, however, stewards shall first obtain permission from the department head and/or their designee and inform him/her of the nature of their business. CITY shall grant such permission promptly unless such absence would cause an undue interruption of work or would require the CITY to pay overtime in order to maintain the normal operation of the department.
- 22.3 Upon entering the work location, the steward shall inform the department head and supervisor of the nature of their business. Permission to leave a job will be granted to the employee involved unless such absence would cause an interruption of work. If the employee cannot be made available, the steward will seek an alternate time for employee availability with the department head or supervisor.
- 22.4 It is agreed that in some instances the investigation and processing of a grievance may be accomplished on the employee's time. This MOU is in recognition of the mutual sharing of costs involved in the handling of employee-initiated actions.
- 22.5 Procedures shall be in accordance with Resolution No. 46-74 and any amendments thereto.

ARTICLE 23 ELIMINATION OF FIRE SERVICE

If the fire service function of the CITY is merged into another agency, or if another agency assumes said function, then prior to such action, the CITY shall meet and confer with MBFFA concerning the effects of such action.

ARTICLE 24 NO STRIKE, NO LOCK-OUT

- 24.1 During the life of this MOU, the CITY will not lock out any employees nor will the MBFFA cause, authorize, advise or encourage any interruption of work or any other concerted refusal to render services or to work, including overtime or any other curtailment or restriction of work at any time during the term of this MOU. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slow down of work.
- 24.2 There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.
- 24.3 Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or such other discipline as the CITY may assess. Such discharge or discipline shall not be reviewable through the Grievance Procedure.

ARTICLE 25 FULL UNDERSTANDING, MODIFICATION, WAIVER

- 25.1 This MOU sets forth the full and entire understanding of the parties, regarding the matters set forth herein, and any other prior or existing understanding or MOUs by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 25.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.
- 25.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the MBFFA.
- 25.4 The waiver of any breach of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 26 SEVERABILITY

If any provision(s) are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 27 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any

legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

ARTICLE 28 CITY COUNCIL APPROVAL

The CITY's labor relations representatives and the MBFFA's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the unit members represented by the MBFFA and have reached agreements which are set forth in this MOU. This MOU when executed by the CITY's labor relations representatives and the MBFFA's representatives constitutes a joint recommendation therefrom, after ratification of the MBFFA's membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This Memorandum of Understanding is of no force or effect unless or until approved and adopted by a resolution of the City Council.

ARTICLE 29 WORK SCHEDULE AND LEAVE FOR FIRE MARSHAL

The foregoing sections in this Article 30 shall apply only to the position of Fire Marshal. The Fire Marshal's work schedule, and entitlement to overtime, compensatory time off, vacation leave, and holiday leave shall only be as provided in this Article 30.

29.1 Work Schedule.

29.1.1 Workday. The normal workday shall be eight hours of work in a 24-consecutive hour period, except in cases of emergencies. That work schedule may be altered to conduct inspections during special CITY events and is subject to call back for emergencies. In no case shall the Fire Marshal cover 24-hour shifts.

29.1.2 Work Shift. The Fire Marshal shall be scheduled to work on regular work shifts having regular starting and quitting times.

29.1.3 Work Week. The normal workweek shall be five workdays and two consecutive days of rest in a seven-day period, beginning Saturday, 12:00 a.m., and ending seven days later on Friday night at 11:59 p.m., except in cases of special CITY events or emergencies, or at the specific request of the Fire Marshal and approval of the fire chief.

29.1.4 Overtime Compensation. Overtime for the Fire Marshal is defined as all work required by the CITY, and actually performed beyond 40 hours worked in a workweek, as defined by FLSA, and shall be compensated at one and one-half times the employee's regular rate of pay, as defined by FLSA. The Fire Marshal shall not be eligible for daily overtime. Vacation time and compensatory time off shall be treated as hours worked. The Fire Marshal shall not be entitled to a premium rate of pay for work on Saturdays, Sundays, holidays, or regular days of rest, provided they do not work beyond 40 hours in a workweek. (For example, if due to a special CITY event, the Fire Marshal works five, eight-hour work days from

Wednesday through Sunday, they will not be entitled to any premium rate of pay.)

29.1.5 Compensatory Time. The Fire Marshal shall be eligible to elect for compensatory time off (CTO) in lieu of paid overtime, subject to the foregoing requirements and restrictions. Compensatory time off earned will accrue at one and one-half (1.5) times hours worked. CTO may be elected for overtime incurred due to professional training time only. Maximum CTO accrual will be 100 hours. All overtime earned after CTO is accrued to the 100-hour maximum will be paid in cash. Accrued CTO may be cashed out upon the request of the Fire Marshal and the approval of the department. CTO accrued at time of separation will be paid off. CTO may be taken off upon Fire Marshal request and department approval. CTO will not be approved if it will require overtime.

29.2 Vacation Leave. All leave time (vacation, sick leave, holiday, etc.) must be taken on an hour-for-hour basis, equaling actual time off, regardless of accumulation rates.

During the term of this AGREEMENT, paid vacation leave for the Fire Marshal position shall be earned at the following rate:

SERVICE YEARS	ENTITLEMENT IN DAYS
1 thru 2	10
3 thru 4	11
5 thru 6	12
7 thru 8	13
9 thru 10	14
11 thru 12	15
13 thru 14	16
15 thru 16	17
17 thru 18	18
19 thru 20	19
21 or more	20

The standard for vacation time is eight (8) hours equals one (1) day.

The Fire Marshal may exercise an option to convert into cash a maximum of forty (40) hours of accrued vacation leave each fiscal year. Such conversion shall be computed at the employee's current base hourly rate, on an hour-per-hour basis.

Unused vacation leave may be carried over, into the following year, to a maximum of two hundred twenty (220) hours. In the event the Fire Marshal exceeds the 220-hour maximum as of the pay period containing November 1 of each year, they will have the following options related to the excess hours:

- a. Cash out;

- b. Convert hours to sick leave on an hour-for-hour basis; and/or
- c. Paid to deferred compensation.

The CITY shall take said action(s) with the pay period containing December 1 of each year. Payment shall be computed, based upon the employee's base hourly rate of pay as of June 30 of the same calendar year.

In the event of separation from the CITY, the Fire Marshal shall be entitled to pay for accumulated vacation, prior to separation, at their current base hourly rate of pay.

29.3 Holiday Leave. For the purpose of this AGREEMENT, the following days are the holidays for the employee in the Fire Marshal position:

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King, Jr., Day	3rd Monday in January
Lincoln's Birthday	February 12
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Floating Holiday	Varies
Floating Holiday	Varies

Holidays falling on Saturday shall be observed on the preceding Friday and holidays falling on Sunday shall be observed on the following Monday. Such observed holidays shall be considered designated holidays for purposes of overtime.

One holiday equals eight (8) hours. It is agreed that when a holiday is proclaimed by the Mayor of the CITY, the Fire Marshal shall be granted time-off in the same number of equivalent work hours. Such time-off shall authorized by the Fire Chief.

The Fire Marshal may accumulate up to a maximum of forty-eight (48) hours of holiday time. Hours of holiday time, accumulated over 48 hours will be paid off. When the Fire Marshal terminates employment with the CITY, they shall receive pay for their current holiday balance, up to a maximum of 48 hours, at their current base hourly rate.

CITY's denial of requested holiday time off shall be neither arbitrary nor capricious.

The first payroll including July 1, the Fire Marshal's leave bank will be credited with 16 hours floating holiday.

--SIGNATURES ON NEXT PAGE--

**MORRO BAY FIRE FIGHTERS ASS'N,
IAFF LOCAL 3725**


Michael K. Talmadge (Jun 19, 2024 08:10 PDT)

Michael Talmadge


Jeff Simpson (Jun 18, 2024 17:01 PDT)

Jeff Simpson


Kevin Hames (Jun 19, 2024 08:16 PDT)

Kevin Hames

CITY OF MORRO BAY



Yvonne Kimball, City Manager



Rachael Hendricks, HR/Risk Manager


Emily Conrad (Jun 18, 2024 18:31 PDT)

Emily Conrad, Finance Director

EXHIBIT A
MBFFA PAY SCHEDULE
EFFECTIVE JULY 1, 2024

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	25.83	27.13	28.48	29.91	31.41
FIREFIGHTER/PARAMEDIC	28.41	29.84	31.33	32.90	34.54
FIRE ENGINEER	28.24	29.66	31.14	32.69	34.33
FIRE ENGINEER/PARAMEDIC	31.07	32.63	34.26	35.96	37.77
FIRE CAPTAIN	32.48	34.08	35.79	37.58	39.46
FIRE CAPTAIN/PARAMEDIC	35.72	37.50	39.38	41.34	43.42
FIRE MARSHAL	38.55	40.47	42.49	44.61	46.85

EXHIBIT B
MBFFA PAY SCHEDULE
EFFECTIVE JULY 1, 2025

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	27.38	28.76	30.19	31.70	33.29
FIREFIGHTER/PARAMEDIC	30.11	31.63	33.21	34.87	36.61
FIRE ENGINEER	29.93	31.44	33.01	34.65	36.39
FIRE ENGINEER/PARAMEDIC	32.93	34.59	36.32	38.12	40.04
FIRE CAPTAIN	34.43	36.12	37.94	39.83	41.83
FIRE CAPTAIN/PARAMEDIC	37.86	39.75	41.74	43.82	46.03
FIRE MARSHAL	40.86	42.90	45.04	47.29	49.66

EXHIBIT C
MBFFA PAY SCHEDULE
EFFECTIVE JULY 1, 2026

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIREFIGHTER	29.02	30.49	32.00	33.60	35.29
FIREFIGHTER/PARAMEDIC	31.92	33.53	35.20	36.96	38.81
FIRE ENGINEER	31.73	33.33	34.99	36.73	38.57
FIRE ENGINEER/PARAMEDIC	34.91	36.67	38.50	40.41	42.44
FIRE CAPTAIN	36.50	38.29	40.22	42.22	44.34
FIRE CAPTAIN/PARAMEDIC	40.13	42.14	44.24	46.45	48.79
FIRE MARSHAL	43.31	45.47	47.74	50.13	52.64

