

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF POWAY

AND

POWAY FIREFIGHTERS' ASSOCIATION

Effective July 1, 2015 – June 30, 2017

TABLE OF CONTENTS

ARTICLE 1. GENERAL.....	1
Section 1. Purpose	1
Section 2. Scope.....	1
Section 3. General Provisions	1
ARTICLE 2. SEVERABILITY AND SAVINGS	3
ARTICLE 3. SYMPATHY ACTION	4
ARTICLE 4. DURATION OF AGREEMENT.....	4
ARTICLE 5. WAGES	4
ARTICLE 6. LEAVES	4
Section 1. Vacation	4
Section 2. Sick Leave	6
Section 3. Holidays.....	9
Section 4. Bereavement Leave	9
Section 5. Shift Trade.....	10
ARTICLE 7. PAYROLL AND WORKWEEK.....	10
Section 1. General.....	10
Section 2. Overtime	10
Section 3. Dues Deduction.....	11
Section 4. Compensatory Time Off (CTO).....	11
Section 5. Call-Back Time	11
ARTICLE 8. BENEFITS.....	12
Section 1. Health.....	12
Section 2. Eye Care	12
Section 3. Life Insurance	12
Section 4. Long Term Disability Income Insurance	12
Section 5. Flexible Benefits Program	13
Section 6. Deferred Compensation.....	13
Section 7. Retirement Health Savings Plan	13
Section 8. Employee Benefit Review	14
Section 9. Computer Loan Program.....	14

ARTICLE 9. SPECIAL PAY	15
Section 1. Tuition Reimbursement	15
Section 2. Uniforms and Equipment.....	15
Section 3. Acting Pay.....	16
Section 4. Travel Expenses.....	16
Section 5. Bilingual Pay.....	16
ARTICLE 10. SERVICE.....	17
Section 1. Probation	17
Section 2. Prohibition of Tobacco Use.....	17
Section 3. Safety	17
Section 4. Meal and Rest Periods	17
Section 5. Transfers	18
Section 6. Layoff and Abolishment of Positions	18
Section 7. Driving Eligibility.....	18
Section 8. Licenses and Certificates.....	18
Section 9. Direct Deposit	19
Section 10. Resignations.....	19
Section 11. Training and Seminars.....	19
ARTICLE 11. GRIEVANCE PROCEDURE.....	19
ARTICLE 12. RETIREMENT AND SOCIAL SECURITY.....	20
ARTICLE 13. MAINTENANCE OF BENEFITS.....	21
ARTICLE 14. JOB ACTIONS.....	21
ARTICLE 15. AMERICANS WITH DISABILITY ACT	21
ARTICLE 16. CLASSIFICATION AND COMPENSATION STUDY.....	22
ARTICLE 17. PERSONNEL RULES.....	22
ARTICLE 18. POSTING OF AGREEMENT	22

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding as provided for in the California Government Code, Sections 3500 through 3510, which is also known as the Meyers-Millias-Brown Act. This memorandum is hereinafter referred to as the Agreement, between the City of Poway, hereinafter referred to as the City, and the Poway Firefighters' Association, hereinafter referred to as the Association or Bargaining Unit.

This Agreement shall become effective when ratified by the Association and adopted by the City Council of the City of Poway.

ARTICLE 1. General

Section 1. Purpose

This Agreement recognizes the Association as the majority representative of the safety unit, which consists of Fire Captain, Fire Engineer, and Firefighter/Paramedic, and represents the unit for matters within the scope of meet and confer.

Section 2. Scope

Meet and confer is limited to wages, hours and other terms and conditions of employment, and shall not include any items not covered by this Agreement or adopted by reference in this Agreement or any subject preempted by Federal or State law.

Section 3. General Provisions

A. City Employer-Employee Relations Resolution

The Association herein adopts by reference the City Employer-Employee Relations Resolution in its present form. The City agrees to meet and consult with the Association regarding the impact on its members of proposed amendments.

B. Construction

The rights, powers and authority of the City in all matters shall not be modified or restricted by this Agreement. In interpreting the language of this Agreement, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. City Rights

The rights of the City include, but are not limited to the exclusive right to determine

the mission of its constituent departments, commissions, committees, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

D. City Procedures

1. Unit Determination. The City reserves the privilege of establishing units for meet and confer, but will maintain the safety unit for the duration of this Agreement.
2. Jurisdictional Disputes. In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the Agreement in force at the time.
3. Awards. Service Recognition and Special Awards shall be granted or not granted at the discretion of the City Council.
4. Time Spent for Meet and Confer and Grievances. The City allows reasonable time off without loss of compensation for a reasonable number of recognized representatives of the Association for the purpose of meet and confer and for grievance representation. Reasonableness is determined by the Director of Safety Services. Members of the Association may work for another member pro bono (a shift substitution) due to Association activities following the joint approval of the Director of Safety Services or designee and a Board member of the Association.
5. Access to Work Location. Representatives of employee organizations may be allowed reasonable access to work locations only after they have obtained permission of the City Manager. Employee Bargaining Unit Representatives must advise supervisors in advance of time they will be away from their regular job duties for approved, scheduled employee organization business as provided under Section D. City Procedures.
6. Use of City Facilities. Employee organizations may, with prior approval of the City Manager, be granted the use of City facilities during non-working hours for meetings of City employees, provided space is available, and provided further such meetings are not used for organizational activities, membership drives, or political activities of City employees.
7. Availability of Data. The City will make available to employee organizations

such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth herein and in the California Government Code.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment for reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this procedure shall be construed to require disclosure of the following:

- a. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to City policy.
- b. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available, clearly outweighs the public interest served by disclosure of the record.
- c. Records pertaining to pending litigations to which the City is a party or to claims or appeals that have not been settled.

Nothing herein shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the City.

8. Bulletin Board Space. The City shall make available bulletin board space on existing bulletin boards designated for general employee information for the use of the employee organization in posting notices. The City and Association will establish a list of locations, which will be maintained by and on file with the Human Resources Manager.

ARTICLE 2. Severability and Savings

If any portion of this Agreement, or the application of such portion to any person or circumstance, shall be invalidated by judicial or legislative action, the remainder of this Agreement, or the application of such portion to persons or circumstances other than those as to which it is invalidated shall not be affected thereby, and shall remain in full force and effect. The Association will be duly notified of any legislative action invalidating any section of this Agreement.

In addition, the City will meet and consult with representatives of the unit prior to the implementation of new programs which have an impact on the unit.

ARTICLE 3. Sympathy Action

During the term of this Agreement, neither the Association nor any person or persons covered by this Agreement shall engage in any sympathy action or action of any type in support of any other unit or units, person or persons, or employee organizations not having an Agreement in effect with the City.

ARTICLE 4. Duration of Agreement

This entire Agreement shall commence at 12:00 a.m. on July 1, 2015 and terminate at 11:59 p.m. on June 30, 2017.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, the Association and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, such new agreement shall be retroactive to the date of expiration of this Agreement or any part of this Agreement.

ARTICLE 5. Wages

Wages shall increase by two percent (2%) for all job classifications, effective the beginning of the pay period which includes July 1, 2015.

Wages shall increase by two and one half percent (2.5%) for all job classifications, effective the beginning of the pay period which includes July 1, 2016.

The Salary Schedule is shown in Exhibit A.

ARTICLE 6. Leaves

Section 1. Vacation

A. Computing Annual Vacation Leave

All employees who have served more than one year of continuous service shall be entitled to vacation leave with pay.

Annual vacation leave shall be computed in accordance with the following schedule:

<u>1 through 5 Years of Continuous Employment</u>	<u>Vacation Leave Credits</u>
112-hour biweekly employees	5.538 hours per pay period
80-hour biweekly employees	3.692 hours per pay period

After 5 Years of Continuous Employment

Vacation Leave Credits

112-hour biweekly employees

6.923 hours per pay period

80-hour biweekly employees

4.615 hours per pay period

After 10 Years of Continuous Employment

Vacation Leave Credits

112-hour biweekly employees

8.308 hours per pay period

80-hour biweekly employees

5.538 hours per pay period.

After 15 Years of Continuous Employment

Vacation Leave Credits

112-hour biweekly employees

9.231 hours per pay period

80-hour biweekly employees

6.154 hours per pay period

B. Vacation Leave Accrual

Vacation time can be accumulated to a maximum of two times one-year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by the Director of Safety Services in the event a vacation request is denied.

C. Use of Vacation Time

The times at which an employee may take their vacation shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. All requests for vacation time off shall be for a minimum of four hours.

In the event one or more holidays fall within a vacation leave period, the normal holiday pay will be paid.

Effective December 1, 2008, no more than six employees can be on vacation or comp time off per 24-hour shift.

Requests for vacation times are determined on a first-come, first-served basis. In the event that multiple requests for vacation are received at the same time, seniority will be the deciding factor. Seniority as it is referred to here shall be determined by the date of

hire within the City of Poway Department of Safety Services. If more than one employee shares the same date of hire, a method of chance will be utilized to determine the individual that will be granted the vacation time off. This could include the selection of a recorded number, draw of the cards, or roll of the dice.

When it is necessary to hire back to fill a vacancy to maintain the Department staffing plan, a system of rank-for-rank hire back shall be utilized first. In the event this process does not result in filling the vacation request, then employees who meet the Department's requirement to serve in an out-of-class-acting (OCA) capacity shall be contacted to fill the vacancy. In no event shall an individual of a higher rank be utilized to fill a lower ranking position without first consulting the Operations Chief if during the normal work day, or the Duty Chief if after hours. The decision of the Chief Officer on this matter will prevail.

D. Payout of Vacation Leave

Employees who terminate employment shall be paid a lump sum for all vacation leave earned prior to the effective date of termination, as required by law.

E. Vacation Conversion

The City will allow the conversion of accumulated vacation to cash subject to the following requirements:

1. An employee must have at least three years of continuous service with the City.
2. A maximum of two shifts (48 hours) per year may be converted to cash at the current hourly rate.
3. After the conversion, the employee must have at least 96 hours of accrued vacation.

Section 2. Sick Leave

A. Sick Leave Use

Sick leave shall be allowed for the following qualifying reasons:

- For the employee's own illness or injury.
- For the employee's own diagnosis, care, or treatment of an existing health condition, or preventative care, including medical and dental appointments.
- For the diagnosis, care or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
 - In accordance with the California Kin Care Law, regular full-time

employees may use available Family Sick Leave (FSL) to care for a family member. If FSL is exhausted, employees must use other available accrued leave (e.g., vacation).

- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following with appropriate certification of the need for services:
 - A temporary restraining order or restraining order
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If an employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp time) will be used.

Employees must use available sick leave for the first thirty days of a long-term personal illness, injury, or disability.

B. Sick Leave Accrual

Sick leave with pay may be granted to all probationary and regular employees within the Bargaining Unit who are employed in regular full-time positions. Sick leave shall not be considered a right but shall be allowed only in case of necessity and actual personal sickness or disability. Sick leave shall be accrued in accordance with the following schedule:

Sick Leave Credits

112-hour biweekly employees	5.538 hours per pay period
-----------------------------	----------------------------

80-hour biweekly employees	3.692 hours per pay period
----------------------------	----------------------------

Sick leave shall be granted to an employee only for actual working time off.

Accumulation of sick leave shall be unlimited.

In the event a 112-hour biweekly employee is scheduled to work on a Designated Holiday and is out on sick leave, the normal holiday pay will be paid.

Employees will not accrue sick leave while on leave-without-pay status.

B. Notification

In order to receive compensation while absent on sick leave, the employee shall notify the designated Fire Department point of contact prior to the beginning of his/her daily duties.

The Director of Safety Services may require certification by an employee's physician that the employee is able to return to work in order to receive compensation for sick leave, if:

1. The sick leave spans two or more consecutive scheduled shifts, and
2. An abuse of sick leave is suspected, and
3. The employee has been formally counseled regarding the abuse.

This requirement is at the discretion of the Director of Safety Services. However, the Director of Safety Services may require such certification when the City deems necessary, regardless of the time taken, subject to prior employee counseling.

In the event an employee does not have a sufficient amount of accumulated sick leave to receive full compensation while absent due to illness, other accumulated leaves must be used before the employee goes to a leave without pay status. Leave without pay may only be granted with the approval of the City Manager.

C. Family Sick Leave

A 112-hour biweekly employee may use accrued sick leave up to three (3) twenty-four hour shifts (72 hours) and an 80-hour biweekly employee may use up to forty-eight (48) hours of accrued sick leave in each fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. Employees must notify the designated Fire Department point of contact in advance when such leave is being taken and so note in the comments section of his/her time card, as well as a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave.

Section 3. Holidays

A. Designated Holidays

The holidays for 112-hour biweekly employees in this unit are as follows:

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

The 80-hour biweekly employees in this unit shall be entitled to the same holidays off as other 80-hour employees in the City, which in no event shall be less than the above listed holidays.

Holiday pay for the 112-hour biweekly employees in this unit shall be 12 hours pay at their regular rate of pay.

In addition to regular pay for hours worked, employees in this unit shall be paid holiday pay, whether on or off duty on the holidays above.

To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday.

Section 4. Bereavement Leave

In the event of a death in the family, a 112-hour biweekly employee shall be eligible for up to 48 hours off with pay to attend the funeral or make funeral arrangements; an 80-hour biweekly employee shall be eligible for up to 24 hours with pay, subject to the following provisions:

- A. The relatives designated shall include child, parent, sibling, grandparent, grandchild, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step".
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee's regular work period.
- C. All requests for paid bereavement leave shall be made in writing as soon as

practical but in no even later than the first day back to work, and shall be subject to the approval of the Human Resources Manager or designee.

Section 5. Shift Trade

Employees assigned to a 112-hour biweekly work schedule are permitted to trade shifts in accordance with the following provisions:

- A. All shift trade requests are made voluntarily by the employees involved.
- B. Compensable hours for involved employees will not change due to the trade.
- C. Shift trades can only be agreed upon by two employees of the same rank and required certification to perform the substituted role, such as Tiller Operator.
- D. Shift trades shall be scheduled for a minimum of four hours and be completed within 180 days of the initial traded hours.
- E. The "banking" of shift trade hours owed by one employee to another is not permitted.
- F. Shift trades must be approved following Department policy.
- G. Upon approval, the traded shift becomes the responsibility of the substituting employee. If the substituting employee is unable to work the traded shift due to illness, the substituting employee shall be charged sick leave.
- H. Shift trades should not cause overtime.

Shift trades between employees will not be considered when determining the maximum number of employees off during a 24-hour shift.

ARTICLE 7. Payroll and Workweek

Section 1. General

Employees in this unit shall be assigned to either an 8-hour or a 24-hour shift. The workweek will consist of 40 or 56 hours respectively.

Section 2. Overtime

Work in excess of the employee's regular scheduled time will constitute overtime, and if such time is approved, it shall be compensated at one-and-one-half (1-1/2) times that employee's regular rate of pay.

The FLSA work period for 112-hour biweekly employees shall coincide with the regular biweekly payroll period of 14 days. The number of overtime hours shall be determined in accordance with the provisions of FLSA and this Agreement.

For the purposes of computing overtime, hours of paid leaves of absences shall be

considered as hours worked. Workers Compensation leave (Labor Code §4850) shall not be considered hours worked for purposes of computing overtime. In instances where an additional shift or unscheduled hours are worked prior to the first day of Workers Compensation leave within the employee's FLSA period, the additional shift or unscheduled hours shall be paid at the FLSA overtime rate.

Section 3. Dues Deduction

Upon written request to Human Resources, employees may elect to pay dues to the Poway Firefighters' Association through payroll deduction. Checks will be made payable to the Poway Firefighters' Association only.

Section 4. Compensatory Time Off (CTO)

Compensatory time off (CTO) will be earned at the straight time rate for each hour worked. The additional one-half hour of overtime compensation for each hour worked will be paid in cash. The maximum accumulation of CTO off shall be 72 hours for all 112-hour biweekly employees. The maximum accumulation of CTO shall be 80 hours for all 80-hour biweekly employees in this unit. The accumulation of hours shall be reduced to 48 hours at the end of each fiscal year for all 112-hour biweekly employees. The accumulation of hours shall be reduced to 40 hours at the end of each fiscal year for all 80-hour biweekly employees. The employee shall be compensated for the excess accumulation in a cash payment as part of the final pay period of the fiscal year. Requests for the use of CTO shall be valued the same as requests for vacation time off. All requests for CTO must be for a minimum of four hours. Effective December 1, 2008, no more than six employees can be on vacation or CTO per 24-hour shift.

Requests for cash payment of accumulated CTO throughout the fiscal year, other than mandatory reduction at the end of the fiscal year, shall be paid during the pay period in which requested.

Section 5. Call-Back Time

Employees called back to work after expiration of their normal work day or shift to perform emergency work shall be guaranteed minimum call-back time of two (2) hours at the appropriate overtime rate in the event the employee is released from duty within two (2) hours from the time of call. Call-back time will begin at the time of the call when the employee is required to prepare for and report to duty immediately. The employee shall make every effort to report to work as soon as possible after being called back, and in no event shall call-back pay commence sooner than one hour prior to the time the employee reports to work. For purposes of determining eligibility for minimum call-back time, returning to duty to maintain a manning level as determined by the Director of Safety Services will be considered emergency work.

ARTICLE 8. Benefits

Section 1. Health

Health benefit premiums for each employee shall be paid in full by the City.

Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared between the City and the employee. The City shall pay one-half of the dependent medical and dental premium cost. The employee's share of the cost will be made through payroll deduction. The parties to this Agreement agree to work with the City Insurance Committee to keep the overall cost of future premium increases to a minimum for the term of this Agreement.

Section 2. Eye Care

The City will provide an eye care plan. The City shall pay 100% of the premium for the employee and his/her dependent coverage.

Section 3. Life Insurance

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance company, shall be covered under a group life insurance plan for the amount of one and one-half (1-1/2) times annual income (\$15,000 minimum).

Section 4. Long Term Disability Income Insurance

This employee benefit provides for the payment of a monthly income benefit payment for those covered employees disabled by injury or sickness.

The monthly benefit provided under this coverage will be 66-2/3 percent of the employee's monthly earnings. The acceptance of an employee's application for long-term disability is subject to the approval of the insurance carrier. The insurance carrier is responsible for calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a thirty (30) day waiting period from the first day of the disability to the beginning of the monthly benefit payment period.

The City pays 100% of the premium.

An employee may use sick leave and other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100% of his/her regular rate of pay.

Section 5. Flexible Spending Benefits Program

The City will maintain a Flexible Spending Benefits Program in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees the greatest possible tax benefit.

Section 6. Deferred Compensation

In addition to the City's existing 457 deferred compensation plan, the City will provide a 401(a) Deferred Compensation Plan. Only full-time employees shall be eligible for this benefit. Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For those hired on or after July 1, 2004, the vesting schedule will be as follows for any contributions made by the City:

From date of hire until second anniversary – 0% of accumulated value
Second anniversary of employment – 20% of the accumulated value
Third anniversary of employment – 40% of the accumulated value
Fourth anniversary of employment – 60% of the accumulated value
Fifth anniversary of employment – 80% of the accumulated value
Sixth anniversary of employment – 100% of the accumulated value

Section 7. Retirement Health Savings Plan

The City agrees to provide a Retirement Health Savings Plan (RHSP) for employees.

- A. The City will contribute \$35.38 per full biweekly pay period into each employee's RHSP account.
- B. Any fees related to the RHSP will be paid by employees.
- C. Annual conversion of sick leave hours:

Employees must annually convert 40 hours of sick leave to cash as an RHSP deposit in the pay period that includes July 1 when:

- 1. Their sick leave balance is at least 200 hours after conversion; and
 - 2. The employee used 72 hours or less sick leave in the prior fiscal year (July 1 – June 30).
- D. Conversion of sick leave hours at service/non-disability retirement:
 - 1. Remaining sick leave hours at service/non-disability retirement shall be converted to cash as an RHSP deposit.
 - 2. The maximum cash value shall be \$11,142 effective July 1, 2015.
 - 3. The maximum cash value shall increase to \$11,420 effective July 1, 2016.

4. The maximum cash value shall thereafter increase by the same percentage as future MOU salary increases (e.g., 2% across-the-board salary increase would increase the maximum by 2%, or $\$11,420 \times 1.02 = \$11,648$) effective the same date as that salary increase.
5. If future salary increases vary by rank, the maximum cash value shall increase by the highest percentage salary increase granted for any rank represented by the Association.

Section 8. Employee Benefits Review

The City will establish a joint committee with up to three (3) Bargaining Unit representatives to evaluate employee benefits, including the potential elimination of the Anthem Blue Cross Point of Service (POS) Plan. The committee will hold at least two meetings prior to the start of the 2016 and 2017 Plan Years as follows:

2016 Plan Year

August 2015 – Review Strategic Planning Report (State of the Market, ACA, Benchmarking)

September 2015 – Review Marketing Analysis (Renewal Rates, Plan Alternatives)

The 2016 Plan year review will review and confirm the healthcare conditions facing the City (e.g., rising costs, ACA provision); review Plan alternatives available to reduce both city and employee healthcare costs; and identify near-term Plan modifications for possible implementation with the 2016 Plan Year. It is not anticipated the POS Plan would be eliminated at this time.

2017 Plan Year

August 2016 – Review Strategic Planning Report

September 2016 – Review Marketing Analysis

The 2017 Plan Year review will review and re-confirm the healthcare conditions facing the City; review Plan alternatives available to further reduce both City and employee healthcare costs; and identify a long-term Plan alternative for implementation with the 2017 Plan Year. Although it is anticipated the POS Plan would be eliminated at this time, changes in market conditions and/or ACA requirements may allow for possible continuation.

Note: Willis, the City's third-party benefits administrator, would guide each meeting

Section 9. Computer Loan Program (Employee Computer Purchase Program Policy & Procedures)

Any regular City employee who has completed his/her initial probationary period is eligible to apply for a loan under the City's Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system

through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City's policy.

ARTICLE 9. Special Pay

Section 1. Tuition Reimbursement

Employees in the Association shall be allowed to participate in the tuition reimbursement program outlined in the Personnel Rules. The maximum amount of reimbursement shall be \$1,500 per fiscal year per employee and will be available on a first-come, first-serve basis. The total funds available to the Association will be \$10,000 each fiscal year. Funds remaining in any one fiscal year cannot be carried over to a future year. Approved fire service classes and professional and technical courses in accredited educational institutions are eligible provided that:

- A. The employee has received at least an overall satisfactory rating on his/her last performance evaluation.
- B. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City.
- C. The employee submits a Request for Tuition Reimbursement form to the department Director and Human Resources within three (3) weeks after the beginning of the class.
- D. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she has completed the course with a grade of "C" or better, if the grade of "C" is acceptable for graduation. A "pass" will be accepted for classes where a pass/fail grading system is used. For approved fire service classes a certificate of completion is required.

Section 2. Uniforms and Equipment

The City will provide all uniforms that are required by the City in accordance to the following:

- A. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Director of Safety Services and shall include items specified in Section 2, Item C, below.
- B. Safety clothing required in the performance of duties shall be provided by the City. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. Standards of maintenance of uniforms and equipment shall be determined by the City. Employees will be required to maintain these standards. Uniforms to be purchased by the City include:

1. Shirts (4)	4. Jacket w/liner (1)	7. T-shirts (6)
2. Pants (4)	5. Socks (6 pr.)	8. Belt (1)
3. Sweatshirt (1)	6. Physical Training Shorts (1)	9. Ball cap (1)

D. Uniform replacements will be made on an as-needed basis as determined by the Department Director or designee.

E. Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of compensation for "classic members" of CalPERS for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the City will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and City's CalPERS contribution. Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

Section 3. Acting Pay

A. Compensation for working in an acting assignment in the rank of Fire Engineer or Fire Captain shall be paid at the next step in the employee's current range or a minimum of 5% above the employee's current compensation rate.

Acting pay will commence after the employee has worked a minimum of 12 consecutive hours in an acting assignment retroactive to the first hour of the assignment. Thereafter, acting pay will continue for every consecutive hour worked in the acting assignment until the employee is relieved of the acting assignment.

B. In order for an employee to be eligible to work in an out-of-class position, the employee must have successfully passed the most recent promotional examination for that out-of-class position.

C. Serving in an acting capacity will not alter employees' anniversary dates for probationary status or merit increases.

Section 4. Travel Expenses

Travel expense approval will be in alignment with the City's current policy.

Section 5. Bilingual Pay

The City agrees to study bilingual pay (organizational need, eligibility, compensation, certification, etc.) and develop a recommendation by June 2016.

ARTICLE 10. Service

Section 1. Probation

All appointments shall be for a probationary period of not less than one year. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing. The Department Director shall have the authority to extend the initial period of probation for an additional three (3) months.

If any employee is rejected during the probationary period from a position to which he/she has been promoted, the City shall make every reasonable effort to retain the employee in any vacant position in a public safety position for which he/she is qualified. Such efforts may include acceptance of the employee's request for a voluntary demotion to a vacant position.

This provision shall not apply if the employee is released from probation due to repeated or single acts of misconduct specified in Rule 14.2 of the City's Personnel Rules.

Section 2. Prohibition of Tobacco Use

The City agrees to require new hires with an original appointment date after July 1, 2000, to not use tobacco products, and will require continued nonuse as a condition of their employment.

Section 3. Safety

The Association adopts the following by reference:

1. The City has a Central Safety Committee with representatives from all units.
2. The City and all employees shall comply with any applicable Federal and State law.
3. The City and all employees shall comply with any safety policy and/or procedure that may from time to time be promulgated by the City Council or the Safety Services Department.

Section 4. Meal and Rest Periods

Meal periods and rest periods will be permitted insofar as they are practicable and consistent with operational interests.

In the event of an extended emergency response, the City will reimburse the members of the Poway Firefighters' Association \$5.00 per meal, per person when such a response will not allow the fire crews to return to station by 1300 hours for lunch, or \$7.50 per meal, per person when returning after 1830 hours for dinner. Reimbursement will be made directly to the affected crew members. All meals will be purchased and

consumed within the City limits, whenever practical.

Section 5. Transfers

If an employee assigned to a 112-hour biweekly work schedule is transferred to a position on an 80-hour biweekly schedule, the employee's sick leave and vacation leave accrual rates along with their respective balances shall be adjusted proportionately to reflect the new schedule for an 80-hour biweekly employee. If an employee is transferred from an 80-hour biweekly schedule to a 112-hour biweekly schedule, the sick leave and vacation accrual rate and balances shall be similarly adjusted.

Section 6. Layoff and Abolishment of Positions

The City may abolish any position and the employee may be laid off without disciplinary action or without the right of appeal.

Whenever the City deems it necessary to reduce the number of employees in any classification, the employee may be laid off without disciplinary action or without the right of appeal.

The City agrees to meet with the Bargaining Unit Representatives 30 days prior to issuance of any layoff notices or abolishment of positions to confer over the impact and implementation of said layoffs or abolishment and to discuss alternatives and options. However, the City Manager shall retain the final decision with respect to classifications and number of employees to be laid off.

The City's layoff procedures are contained in Rule 13 (Separation from Service) of the City's Personnel Rules, in effect at the time the layoff decision is made.

Section 7. Driving Eligibility

Employees who drive a vehicle for City business shall have a valid California Driver's License. The City participates in the California Department of Motor Vehicles' "pull program." The City reserves the right to check at any time with the Department of Motor Vehicles and/or an employee to determine if the employee's license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid by the Department of Motor Vehicles, the employee must inform his/her supervisor immediately.

Section 8. Licenses and Certificates

Employees must maintain licenses and certification as outlined in their respective job specifications at all times. In order to ascertain the validity of the employee's licenses and certificates, employees must present licenses and certificates to their supervisor upon request. If any of an employee's licenses or certificates are revoked, suspended or otherwise made invalid, the employee must inform his/her supervisor immediately.

Section 9. Direct Deposit

All employees will have mandatory direct deposit. Employees will provide authorization to the City to electronically deposit their paychecks to a financial institution of their choice.

Section 10. Resignations

An employee wishing to resign in good standing shall file with the Department Director a written resignation stating the effective date and reasons for resignation at least two weeks prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation, and will thereafter pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available. Decision to rehire is at the discretion of the City, and the employee will not reestablish rights and/or benefits lost at the time of resignation.

Section 11. Training and Seminars

The City provides funds for training and educational seminars as the budget reasonably permits. Tuition and fees for training and educational seminars are paid from these funds. Employees requesting tuition for emergency services, job-related educational seminars must obtain approval in advance from the Director of Safety Services. Employees attending such seminars during their normal duty hours will not be charged vacation leave or compensatory time off leave. Employees attending such seminars on their own time will not be compensated for that time.

ARTICLE 11. Grievance Procedure

The Association and City will adhere to the grievance procedure as stated in the Personnel Rules, Rule 15, in effect at the time of the grievance. In addition to Step Five of the Grievance Procedure set forth in the Personnel Rules, the final level of review shall be contained in the Memorandum of Understanding with the Association as follows:

If the employee does not agree with the decision reached in Step Five of the Grievance Procedure, he/she may present the appeal in writing to the City Council.

Final Level of Review: The City Council upon receiving the grievance shall take such actions and such methods as it chooses and render a written final and binding decision.

ARTICLE 12. Retirement and Social Security

The City will provide retirement benefits through the Public Employees' Retirement System. The City does not participate in the Social Security System.

The use of the terms "classic member" and "new member" shall be as defined in the Public Employee Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

"Classic members" are those members who entered into membership with a retirement system on or before December 31, 2012 who do not meet the definition of "new member" in Government Code section 7522.04(f).

A "new member" is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; or
2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

For employees hired on or before December 31, 2011 and considered "classic members" as defined above:

Effective pay period beginning July 11, 2011, each employee in this Bargaining Unit will contribute nine percent (9%) of his/her PERSable salary (excluding overtime) on a pre-tax basis towards the "member contribution" portion of their CalPERS retirement account.

The City currently contracts with the California Public Employees' Retirement System (CalPERS) to provide the following system features:

1. The retirement option known as 3%-at-50 formula;
2. Average of three highest years' compensation;
3. The Index Level of 1959 Survivors Benefit; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

For employees hired after December 31, 2011 and considered “classic members” as defined above:

The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to employees hired after December 31, 2011 and considered “classic members”. The second-tier shall provide:

1. The retirement option known as 3%-at-55 formula;
2. The Index Level 1959 Survivors Benefits;
3. Average of three highest years’ compensation; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

An employee in the second-tier will contribute nine percent (9%) of his/her PERSable salary (excluding overtime) on a pretax basis towards the “member contribution” portion of their CalPERS retirement account.

For employees hired on or after January 1, 2013 and considered “new members” as defined above:

Employees in this group shall receive:

1. The retirement formula known as 2.7%-at-57 formula; and
2. Average of three highest years’ compensation with no Employer Paid Member Contribution (EPMC).

Employees considered “new members” shall pay 50% of the “normal cost” (as determined by CalPERS annually) on a pre-tax basis.

ARTICLE 13. Maintenance of Benefits

All rights, privileges, and terms and conditions of employment in full force and effect under the previous MOU and not in conflict herewith shall become a part herein until mutually modified, or otherwise changed by the parties hereto.

ARTICLE 14. Job Actions

The Association agrees not to strike or otherwise engage in withholding services or concerted action during the term of this Agreement. In addition, the City agrees not to lock out the employees.

ARTICLE 15. Americans with Disability Act

The City and the Bargaining Unit agree that they are subject to and must conform to the Americans with Disability Act Amendments Act (ADAAA).

ARTICLE 16. Classification and Compensation Study

1. The City will include funding for a comprehensive classification and compensation study in the FY2015-2016/2016-2017 budget;
2. The City will issue an RFP in 2015-16, to include professional services that will identify industry-standard incentive pay(s), including education incentive pay, for Safety classifications.
3. The City will include two Bargaining Unit representatives on the City interview team to conduct consultant selection interviews. These two representatives will have an opportunity to review the RFP prior to issue.
4. The City will endeavor to complete the classification and compensation study by winter 2016/2017, in time for the next biennium budget cycle (FY 2017-18/2018-19).

ARTICLE 17. Personnel Rules

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

ARTICLE 18. Posting of Agreement

A copy of this Agreement will be posted on the City's intranet and internet for employee access. The Agreement will be provided to new hires at the Human Resources orientation.

The undersigned, representing the City and the Association, do hereby adopt the terms and conditions set forth herein and recommend the City Council and members of the Association approve it.

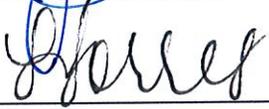
For the City:



Tina White
Assistant City Manager



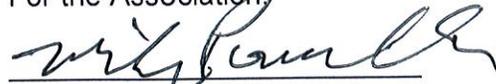
Scott Edwards
Director of Administrative Services



Lisa Torres
Human Resources Manager

Dated: 7/8/15

For the Association:



Mike Powell



Brian Mitchell
Fire Captain/Paramedic



Joshua Fernandes
Fire Engineer/Paramedic



Geoffrey Kamantigue
Firefighter/Paramedic

Dated: 7-8-15

Salary Schedule for Classifications within the Safety Employees Bargaining Group

Effective the beginning of the first pay period which includes July 1, 2015

POSITION	SALARY					
	RANGE	STEPS				
Fire Captain/ Paramedic	142.4	A	B	C	D	E
Biweekly (hourly x 112)		3,195.92	3,355.74	3,523.52	3,699.70	3,884.72
Hourly (112 hours)		28.535	29.962	31.460	33.033	34.685
Hourly (80 hours)		39.949	41.947	44.044	46.246	48.559
Approx. Monthly		6,924	7,271	7,634	8,016	8,417
Fire Captain	137.4	A	B	C	D	E
Biweekly (hourly x 112)		3,043.15	3,195.36	3,355.07	3,522.85	3,699.02
Hourly (112 hours)		27.171	28.530	29.956	31.454	33.027
Hourly (80 hours)		38.039	39.942	41.938	44.036	46.238
Approx. Monthly		6,593	6,923	7,269	7,633	8,015
Fire Engineer /Paramedic	126.3	A	B	C	D	E
Biweekly (hourly x 112)		2,739.18	2,876.16	3,019.97	3,170.94	3,329.54
Hourly (112 hours)		24.457	25.680	26.964	28.312	29.728
Hourly (80 hours)		34.240	35.952	37.750	39.637	41.619
Approx. Monthly		5,935	6,232	6,543	6,870	7,214
Fire Engineer	121.3	A	B	C	D	E
Biweekly (hourly x 112)		2,608.82	2,739.30	2,876.27	3,020.08	3,171.06
Hourly (112 hours)		23.293	24.458	25.681	26.965	28.313
Hourly (80 hours)		32.610	34.241	35.953	37.751	39.638
Approx. Monthly		5,652	5,935	6,232	6,544	6,871
Firefighter/Paramedic	120.0	A	B	C	D	E
Biweekly (hourly x 112)		2,575.66	2,704.46	2,839.65	2,981.66	3,130.74
Hourly (112 hours)		22.997	24.147	25.354	26.622	27.953
Hourly (80 hours)		32.196	33.806	35.496	37.271	39.134
Approx. Monthly		5,581	5,860	6,153	6,460	6,783

Salary Schedule for Classifications within the Safety Employees Bargaining Group

Effective the beginning of the first pay period which includes July 1, 2016

POSITION	SALARY					
	RANGE	STEPS				
Fire Captain/ Paramedic	142.4	A	B	C	D	E
Biweekly (hourly x 112)		3,275.89	3,439.63	3,611.66	3,792.21	3,981.82
Hourly (112 hours)		29.249	30.711	32.247	33.859	35.552
Hourly (80 hours)		40.949	42.995	45.146	47.403	49.773
Approx. Monthly		7,098	7,453	7,825	8,216	8,627
Fire Captain	137.4	A	B	C	D	E
Biweekly (hourly x 112)		3,119.31	3,275.33	3,439.07	3,610.99	3,791.54
Hourly (112 hours)		27.851	29.244	30.706	32.241	33.853
Hourly (80 hours)		38.991	40.942	42.988	45.137	47.394
Approx. Monthly		6,759	7,097	7,451	7,824	8,215
Fire Engineer /Paramedic	126.3	A	B	C	D	E
Biweekly (hourly x 112)		2,807.73	2,948.06	3,095.46	3,250.24	3,412.75
Hourly (112 hours)		25.069	26.322	27.638	29.020	30.471
Hourly (80 hours)		35.097	36.851	38.693	40.628	42.659
Approx. Monthly		6,083	6,387	6,707	7,042	7,394
Fire Engineer	121.3	A	B	C	D	E
Biweekly (hourly x 112)		2,674.11	2,807.84	2,948.18	3,095.57	3,250.35
Hourly (112 hours)		23.876	25.070	26.323	27.639	29.021
Hourly (80 hours)		33.426	35.098	36.852	38.695	40.629
Approx. Monthly		5,794	6,084	6,388	6,707	7,042
Firefighter/Paramedic	120.0	A	B	C	D	E
Biweekly (hourly x 112)		2,640.06	2,772.11	2,910.77	3,056.26	3,209.02
Hourly (112 hours)		23.572	24.751	25.989	27.288	28.652
Hourly (80 hours)		33.001	34.651	36.385	38.203	40.113
Approx. Monthly		5,720	6,006	6,307	6,622	6,953