



Folsom City Council Staff Report

MEETING DATE:	3/28/2023
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11008 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the City of Folsom Fire Department Middle Management Employees (CFFDMME)
FROM:	Human Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Human Resources Director recommends that the City Council pass and adopt Resolution No. 11008 – A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the City of Folsom Fire Department Middle Management Employees (CFFDMME).

BACKGROUND / ISSUE

The existing Memorandum of Understanding (MOU) between the City of Folsom and the City of Folsom Fire Department Middle Management Employees (CFFDMME) expired on December 31, 2022. The parties began negotiations on a new MOU on September 27, 2022, and reached a tentative agreement on February 7, 2023. CFFDMME ratified the tentative agreement on February 7, 2023. The new proposed successor MOU is being presented to the City Council on March 28, 2023, for consideration and approval.

POLICY / RULE

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

ANALYSIS and FINANCIAL IMPACT

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective January 1, 2023, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for three (3) years: January 1, 2023, through December 31, 2025.
2. The classes of Fire Battalion Chief and Fire Division Chief shall each have one salary range, consisting of five (5) steps, with five (5) percent between steps.
 - Employee step assignment in the new range shall be equal to the salary the employee is assigned as of December 31, 2022. The cost for the adjustment to the salary ranges will be approximately \$8,266 in the first year in salary and benefit costs.
3. A cost-of-living adjustment (COLA) is provided for each year of the agreement:
 - Year 1: Effective January 1, 2023
 - 3.5% for Fire Battalion Chief and Fire Division Chief employees
 - The cost for the first year of the COLA will increase salary and benefits approximately \$53,819.
 - Year 2: Effective January 1, 2024
 - 3% for Fire Battalion Chief and Fire Division Chief employees
 - The cost for the second year of the COLA will increase salary and benefits approximately \$50,133.
 - Year 3: Effective January 1, 2025
 - 3% for Fire Battalion Chief and Fire Division Chief employees
 - The cost for the third year of the COLA will increase salary and benefits approximately \$51,637.
4. Effective January 1, 2023, the classes of Fire Battalion Chief and Fire Division Chief shall receive a special salary increase of 5%. The cost of the special salary increase will be approximately \$79,576 in the first year in salary and benefits.
5. Paramedic License Pay
 - The City will increase paramedic license pay per employee from \$425 per month, to \$550 per month.
6. Uniform Allowance
 - The City will increase uniform allowance per employee to \$2,000 per year (currently at \$1,075 per year) for purchase of approved on-duty uniforms and attire.
7. Tuition/Books Reimbursement
 - The City will increase reimbursable costs per employee for books, tuition, and lodging up to \$1,500 per fiscal year (currently at \$900 per fiscal year).

8. A variety of non-economic and clarification language changes were also agreed upon.

ATTACHMENTS

1. Resolution No. 11008 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and City of Folsom Fire Department Middle Management Employees.
2. Proposed Memorandum of Understanding between the City of Folsom and the City of Folsom Fire Department Middle Management Employees for the term of January 1, 2023, through December 31, 2025.

Submitted,



Allison Garcia
Human Resources Director

Attachment 1

RESOLUTION NO. 11008

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE CITY OF FOLSOM FIRE DEPARTMENT MIDDLE MANAGEMENT EMPLOYEES

RESOLUTION NO. 11008

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE CITY OF FOLSOM FIRE DEPARTMENT MIDDLE MANAGEMENT EMPLOYEES

WHEREAS, the City of Folsom and the City of Folsom Fire Department Middle Management Employees have met and conferred in good faith since September 27th, 2022; and

WHEREAS, the parties reached a tentative agreement on February 7th, 2023; and

WHEREAS, the members of the City of Folsom Fire Department Middle Management Employees ratified the tentative agreement on February 7th, 2023; and

WHEREAS, the City Manager and the City's negotiation team recommend the City Council adopt the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, that the City Council adopts the tentative agreement between the City of Folsom and the City of Folsom Fire Department Middle Management Employees for the period of January 1, 2023, to December 31, 2025; and

BE IT FURTHER RESOLVED, that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the City of Folsom Fire Department Middle Management Employees.

PASSED AND ADOPTED on this 28th day of March 2023, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Rosario Rodriguez, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE CITY OF FOLSOM FIRE DEPARTMENT MIDDLE MANAGEMENT EMPLOYEES FOR THE TERM OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2025.



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FOLSOM FIRE DEPARTMENT
MIDDLE MANAGEMENT EMPLOYEES
(CFFDMME)
AND
CITY OF FOLSOM**

January 1, ~~2020-2023~~ - December 31, ~~2022~~2025

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PREAMBLE

On the date hereinafter subscribed, authorized representatives of the City of Folsom, herein called "City", and authorized representatives of the City of Folsom Fire Department Mid-Management Employees, herein called "CFFDMME", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous such actions on these points by and between the City of Folsom and the CFFDMME.

ARTICLE I. RECOGNITION AND COVERAGE

1. RECOGNITION

The CFFDMME is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Policy, for all employees assigned to the Fire Mid-Management Bargaining Unit in the following classifications:

Battalion Chief
Fire Division Chief

In the event new classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Fire Mid-Management Bargaining Unit.

2. CONTINUATION OF BENEFITS

- A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved and implemented by the City Council.
- B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of Understanding unless modified pursuant to the above paragraph. Where ordinances, rules, and policies conflict with this Memorandum of Understanding, the Memorandum of Understanding shall

prevail.

3. MEETING AND CONFERRING DURING THE TERM OF THE MOU

This Memorandum of Understanding shall be effective January 1, ~~2020-2023~~, and shall expire December 31, ~~2022~~2025. Unless specifically agreed otherwise, this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters contained in this Memorandum of Understanding and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.

During the term of this Memorandum of Understanding, representatives of the City and CFFDMME may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of CFFDMME. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

The parties agree to begin negotiations on a successor Memorandum of Understanding not later than 120 calendar days prior to the expiration of this Memorandum of Understanding.

4. SEVERANCE

Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

Upon a change in the dental, vision, short term, long term, or life insurance plans provided in this Agreement, the parties agree to meet and confer over the impact of the change on employees in the Fire Mid-Management Bargaining Unit.

ARTICLE II. MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on

matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To dismiss, suspend without pay, demote, reprimand, without salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training and promotion of employees.

16. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
17. To maintain order and efficiency in City facilities and operations.
18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
20. To take all necessary actions to carry out the mission of the City in emergencies.

ARTICLE III. SALARY AND OTHER COMPENSATION

1. ~~IMPLEMENTATION OF NEW~~ SALARY RANGE

A. The salary ranges for the CFFDMME represented classes are attached to this Memorandum of Understanding (Attachment A). These salary ranges shall be effective January 1, ~~2020~~2023. These ~~new~~ salary ranges include Education Incentive Pay ~~that was~~ previously paid as additional compensation, which was incorporated into base pay under the 2020 – 2022 MOU.

B. Salary range steps shall be approximately 5% between steps.

C. Employees will be moved to the new salary range that is closest to their base salary (base salary as of December 31, 2022) without being lower.

Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in the City of Folsom Personnel Rules and Regulations, and this MOU, shall apply. Anniversary dates shall remain the same.

Salary Range Advancement:

~~Anyone appointed to CFFDMME classes on or after January 1, 2020 shall advance one (1) salary step upon receipt of a merit increase at their anniversary date. All salary step advancement criteria contained in City Personnel Rules shall continue to apply~~

Salary Range Advancement – Incumbents as of January 1, 2020:

~~Incumbent Fire Division Chiefs as of January 1, 2020 will advance two (2) steps upon receipt of a merit increase, until reaching the top of the range. Incumbent Fire Battalion Chief as of January 1, 2020, will advance two (2) steps upon receipt of a merit increase, up to Step 6, and then will advance one (1) salary~~

~~step per merit increase thereafter. Future incumbents will advance one salary step per merit increase.~~

2. SALARY ADJUSTMENTS

- A. Effective ~~as of~~ January 1, ~~2020-2023~~, all employees shall receive a salary increase of ~~23.5~~%.
- B. Effective January 1, ~~2021-2024~~, all employees shall receive a salary increase of ~~2.253~~%.
- C. Effective January 1, ~~2022-2025~~, all employees shall receive a salary increase of ~~2.53~~%.

3. SPECIAL SALARY INCREASE

Effective January 1, 2023, the classes of Division Chief and Battalion Chief shall receive a special salary increase of 5%.

43. MARKET SURVEY

Should the City conduct a market survey of the CFDDMME classes, the study shall determine the relationship of the total compensation for the City of Folsom job classifications when compared to comparable job classifications in the following agencies: City of Davis, City of Rocklin, City of West Sacramento, City of Sacramento, Sacramento Metropolitan Fire Protection District, City of Roseville, El Dorado Hills Fire District, and Cosumnes Community Services District.

45. LONGEVITY PAY

- A. Subject to subsection B below, employees shall be eligible to receive longevity pay beginning with ten (10) or more years of City service. ~~Longevity pay is contingent upon the fact that the eligible employee has received an overall satisfactory or above rating in his/her last annual performance evaluation.~~ The longevity pay formula is based on 2.5% increments and is as follows:
- ~~2.5~~ 1½% after ten (10) continuous years of city service
 - an additional 2 ½% for a total of 5% after fifteen (15) continuous years of city service
 - an additional 2 ½% for a total of 7.5 ½% after twenty (20) continuous years of city service

- B. Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.

56. DEFERRED COMPENSATION

For employees participating in the City's deferred compensation program, the City agrees to make the following matching contributions in accordance with the following schedule:

<u>Length of Service</u>	<u>Maximum City Matching Contribution</u>
0 -10 years	\$250.00 per month
10 -15 years	\$275.00 per month
15 -20 years	\$300.00 per month
20+ years	\$350.00 per month

67. VEHICLE ASSIGNMENT

With the recommendation of the Fire Chief and approval of the City Manager, employees may be provided a department vehicle for transportation to and from job-related activities.

78. CELLULAR TELEPHONE ASSIGNMENT

At the discretion of the Fire Chief, employees may be assigned a cellular telephone for communications accessibility.

89. RETIREMENT

A. Public Employees Retirement System (PERS) – Formula

All safety employees hired prior to June 30, 2010, shall receive the retirement benefit of 3% @ 50. All safety employees hired on or after July 1, 2010, shall receive the retirement benefit of 2%@50. Pursuant to the California Public Employee's Pension Reform Act of 2013 (AB 340), all employees hired after January 1, 2013, shall receive the retirement benefit of 2.7@57.

All employees hired prior to June 30, 2010, shall receive the retirement benefit (subject to PERS limits) based on the single highest twelve (12) months of compensation. All employees hired on or after July 1, 2010, shall receive the retirement benefit (subject to PERS limits) based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to PERS.

B. Public Employees Retirement System (PERS) -- Contributions

The City agrees to pay the full cost of employer contributions to the Public Employees' Retirement System (PERS) for all employees in the CFFDMME bargaining unit, as currently contracted with PERS. Employees shall pay the employee share of retirement according to the following schedule:

- Classic safety employees shall pay 9% as the employee share of retirement.
- PEPRA safety employees pay the employee share of retirement as specified and adjusted by PERS.

910. PRE-RETIREMENT OPTIONAL SETTLEMENT 2W DEATH BENEFIT (SURVIVORS)

The City's contract with the Public Employees' Retirement System (PERS) includes Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

1011. EMT 1A CERTIFICATION / PARAMEDIC LICENSE

The parties agree that an Emergency Medical Technician 1 (EMT 1A) certification is required for all CFFDMME positions and that a Paramedic License is optional but preferred. Employees shall receive \$250.00 per month in addition to in their base salary for a valid EMT 1A Certificate or ~~\$425-550.00~~ per month for a Paramedic License.

ARTICLE IV. OVERTIME

1. OVERTIME COMPUTATION

- A. Employees assigned to a 56-hour workweek shall be compensated at the rate of time and one-half of the total hourly compensation rate for all hours worked in emergency response that are not part of the employee's normally assigned work schedule.
- B. Employees assigned to a 40-hour work week and assigned to work overtime in a 56-hour shift position shall be compensated at one and one-half times the employee's straight time hourly rate of pay based on a 56-hour work week (2912 hours worked per year rather than 2080 hours).
- C. Employees assigned to work a special event for which the City is reimbursed for the cost of City fire personnel shall be compensated at one and one-half times the employee's straight time hourly rate of pay based on either a 40 hour or 56-hour work schedule, depending on the employee's normal assigned work week.
- D. For purposes of this section, total hourly compensation shall include base salary, longevity pay, paramedic pay, EMT pay and 40-hour work schedule salary differential received by an employee.

ARTICLE V. HOURS OF WORK

1. SHIFTS

- A. Employees shall work either a 56-hour workweek or a 40-hour workweek. Employees working a 56-hour workweek shall work the following work shift:

- (1) Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day cycle. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.
 - (2) The twelve (12) day cycle shall start at 0800 hours.
 - (3) Pursuant to Article II, Management Rights, of this MOU work schedules shall continue to be at the discretion of the Fire Chief in consultation with the City Manager, upon reasonable notice and good faith meet and confer with the CFFDMME. The City also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.
- B. Employees assigned to a 40-hour workweek may work a flexible schedule upon approval of the Fire Chief. Telecommuting may be considered as part of this flexible schedule for assignments that may be applicable.

ARTICLE VI. LEAVES

1. ANNUAL LEAVE

- A. Employees shall receive the following Annual Leave credits.

Non-shift personnel (40-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	16 hours per month
5 - 10 years	19 hours per month
10 - 15 years	22 hours per month
15+ years	25 hours per month

Shift personnel (56-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	23 hours per month
5 - 10 years	28 hours per month
10 - 15 years	32 hours per month
15+ years	35 hours per month

- B. Except as specified in Article VI, Section C (1) below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article VI, Section 4, Sick Leave, of this MOU.

C. Employees with annual leave balances that exceed the annual leave caps of 320 for non-shift/~~448-480~~ for shift employees as of the date of ratification by City Council of this MOU, may retain such balances until the annual leave balances are reduced to the new caps.

(1) To avoid exceeding the maximum of 320/~~448-480~~ hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/~~448-480~~ hours, the number of hours that exceed 320/~~448-480~~ hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.

(2) Employees may cash out up to 40 hours of annual leave for non-shift personnel, and 56 hours of annual leave for shift personnel per fiscal year. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.

(3) Accrued annual leave shall be cashed out upon separation of employment with City on an hour for hour basis.

2. MANAGEMENT LEAVE

Employees shall receive management leave at a rate of 80 hours annually based on a fiscal calendar. Such leave shall be posted to affected employees on July 1st each year. Employees promoted with less than 12 months' service in a CFFDMME shall accrue management leave on a prorated basis.

A member of CFFDMME who works substantially more than 80 hours per pay period without compensation, may be allocated up to a total of 100 hours per year of management leave. Annually, the Fire Chief may provide a list to the City Manager of those employees who they feel are deserving of the additional management leave. A list of regularly performed duties in excess of compensated hours shall be included with each employee's name. The list shall be submitted for the City Manager's review and approval no later than July 1 of each year. All such requests are subject to final approval by the City Manager.

3. LEAVE CONVERSIONS

Effective January 1, 2023, ~~the~~ City and CFFDMME agree to the following terms related to the conversion of annual leave hours by employees when they are placed in temporary and permanent assignments within the department.

A. Conversion from 56 Hour to 40 Hour Work Week Assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule shall have ~~all-annual~~ leave usage banks converted using a division factor of 1.4 for each hour available in the leave

bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours when the employee is assigned to a 40-hour work assignment.

- B. Conversion from 40 Hour to 56 Hour Work Week Assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule shall have ~~all-annual~~ leave usage banks converted using a multiplier factor of 1.4 for each hour available in the annual leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours when the employee is assigned to a 56-hour work assignment.
- C. Leave usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.
- D. Leave conversion rates shall be applied to ~~all-annual~~ leave accrual banks provided to the employee by the City.

D.E. As of January 1, 2023, the City agrees it will not convert sick leave banks.

4. SICK LEAVE

- A. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.
- B. Consistent with PERS law, sick leave shall be converted to service credit for purposes of retirement (Government Code section 20965).
- C. Accrued sick leave shall not be cashed out.
- D. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

5. HOLIDAY PAY

Employees shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step. Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

6. VACATION SCHEDULING

The City and CFFDMME agree to establish a vacation scheduling procedure as noted below:

- A. No more than one (1) employee shall be granted leave for vacation purposes at the same time; provided, however, that on holidays the Fire Chief may authorize more than one employee.

- B. Employees shall not be granted leave for vacation purposes for more than forty-five (45) consecutive calendar days. Employees must return to duty for at least fourteen (14) calendar days before being eligible to take additional leave for vacation purposes.
- C. Employees will not be contacted during vacation periods to work overtime during their vacation and will not be force hired to maintain normal day-to-day minimum staffing during their scheduled vacation period. Employees may be subject to vacation cancellation and recall pursuant to City Personnel Rules and Regulations.

7. BEREAVEMENT LEAVE

Classified permanent or promotional probationary employees may be granted a maximum of ninety-six (96) hours or four (4) shifts from accrued leave time for each instance to deal with matters related to the funeral, death, or critical illness (where death appears imminent) of any member of the employee's immediate family, including aunt, uncle, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Annual Leave usage for Bereavement Leave shall be taken by the employee in twelve hour or greater increments.

8. PERSONAL LEAVE TIME

- A. Any Personal Leave Time (PLT) remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:
 - (1) Use of PLT shall be subject to the operating needs of the Fire department.
 - (2) Use of PLT shall not cause the Fire department to backfill behind an employee using PLT.
 - (3) PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

ARTICLE VII. INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

1. HEALTH INSURANCE

- A. Effective April 1, 2011, as demonstrated in the example below, employees shall be included in the same health plan design as the majority of City employees, including copayments. The City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.

Example:

Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $\$558.68 - \$507.89 = \$50.79$, $\$50.79 \times 50\% = \23.40 , $\$486.00 + \$23.40 = \$509.40$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $\$614.55 - \$558.68 = \$55.87$, $\$55.87 \times 50\% = \27.93 , $\$509.00 + \$27.93 = \$536.93$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.

Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $\$1,117.36 - \$1,015.78 = \$101.58$, $\$101.58 \times 50\% = \50.79 , $\$972.00 + \$50.79 = \$1,022.79$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $\$1,229.10 - \$1,117.36 = \$111.74$, $\$111.74 \times 50\% = \55.87 , $\$1,023.00 + \$55.87 = \$1,078.87$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.

Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for

2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $\$1,452.57 - \$1,320.00 = \$132.57$, $\$132.57 \times 50\% = \66.29 , $\$1,263 + \$66.29 = \$1,329.29$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $\$1,597.83 - \$1,452.57 = \$145.26$, $\$145.26 \times 50\% = \72.63 , $\$1,329 + \$72.63 = \$1,401.63$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.

- B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A above) shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.
- C. Notwithstanding Section 1, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced more than eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.
- D. High Deductible Health Plans
 - (1) The City agrees to offer High Deductible Health Benefit Plans offered by the health benefit plan carriers.
 - (2) The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select a High Deductible Health Benefit Plans.
 - (3) Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VII, Section 1 of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.
- E. The City will maintain an IRS 125 Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

E.F. Health Insurance – Cash Back

- (1) Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.
- (2) Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$300.00 per month for each month the employee does not participate in City health insurance coverage.
- (3) Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period, or other qualifying life event as determined by the California Department of Insurance.
- (4) This section shall be administered pursuant to procedures established by the City Human Resources Department.
- (5) Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.
- F.(6) An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

2. DENTAL INSURANCE

Dental insurance will be provided by Delta Dental Services, Inc. The City will contribute 80% of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. Employees will contribute 20% of the monthly premium. The Delta Dental Preferred Provider Program shall provide coverage maximum of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year.

3. VISION CARE

Vision insurance will be provided by Vision Services Plan (VSP). The City will contribute 80% of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. Employees will contribute 20% of the monthly premium.

The following elements shall provide the basis of VSP coverage:

- A. One eye exam every 12 months;
- B. One set of lenses every 12 months;
- C. ~~\$100-150~~ allowance/wholesale basis for frames; and
- D. A co-pay of \$5.00 per visit.

4. LIFE INSURANCE

The City agrees to provide \$60,000 life insurance coverage and \$60,000 accidental death and dismemberment coverage for employees covered by this MOU. Eligible dependents shall receive \$2,000 life insurance coverage.

5. SHORT TERM DISABILITY PROGRAM

The City agrees to provide a Short Term Disability Insurance Program, with the City paying 100% of the premium rate for the weekly indemnity insurance program (short-term disability) of up to 60% of salary, subject to the plan maximum, for up to sixty (60) calendar days. The waiting period for initiation of benefits shall be twelve (12) calendar days. Otherwise, the City's obligation to provide Short Term Disability insurance coverage is limited to plan contributions. The Short Term Disability insurance carrier shall determine plan content. Any change in the Short Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring.

6. LONG TERM DISABILITY PROGRAM

The City agrees to provide a long-term disability program for employees in the CFFDMME Bargaining Unit as provided in the plan document. Plan coverage shall provide a maximum benefit of up to 60% of salary, up to age 65. The maximum payment on this plan is subject to plan agreement.

7. RETIREE HEALTH INSURANCE

- A. Effective May 8, 2007, existing employees as of that date who retire¹ from City service may participate in the health insurance plans made available by the City for active employees until age 65 when they move to a Medicare Advantage Plan per subsection 42.A.ii.b.v. of this section. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

¹ "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date the Addendum was approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

- (1) Employees who retire with less than 5 years of service² shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
- (2) Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.
 - i. Subject to the maximum set forth in Item 3 below, the City retiree health insurance contribution shall be as follows:
 - ii. Retiree only – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."
 - iii. Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
 - iv. Retiree and two or more dependents – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus \$100.
 - v. Retirees and their covered family members who are Medicare eligible must move to an offered Medicare Advantage Plan option when they reach Medicare eligibility. These plans require that they enroll and pay for Medicare parts A and B. Retirees are responsible for showing proof of Medicare enrollment as required by the carrier. Medicare eligible retirees will be dropped from the City's non-Medicare plan upon Medicare eligibility and/or charged any additional costs associated for noncompliance by the plan carrier.
- (3) The City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus one plus \$100 (for retiree plus two or more dependents), as of January 1, 2012.

² "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

- i. The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)

(4) The City contributes \$25 per pay period into an HRA for each probationary/permanent employee hired after July 1, 2008.

- C. Employees who retire from City service as of January 1, 2020, must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. For those retiring on or after October 1, 2020, the City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

ARTICLE VIII. ALLOWANCES AND REIMBURSEMENTS

1. UNIFORM ALLOWANCE

- A. The City agrees to pay employees the sum of ~~one-two~~ thousand dollars (\$2,000.00) and ~~seventy-five (\$1075)~~ per fiscal year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in Standard Operating Procedures (SOP).
- B. The City agrees to continue providing employees covered by this MOU the current uniform laundering services, with costs being assumed by the City.

2. TUITION/BOOKS REIMBURSEMENT

Employees who attend job related classes/training programs that are approved by the department shall be entitled to reimbursement of costs for books, tuition, and lodging (pursuant to the City's lodging reimbursement schedule) up to ~~nine hundred dollars (\$900.00)~~ one thousand, five hundred dollars (\$1,500.00) per fiscal year. The Fire Chief may authorize additional employee reimbursement costs above this limit, when requested by the employee, should said request not exceed the budgeted amount of the department for this program.

Approval shall be given by the department Training Officer prior to the beginning of the class/training program. The City shall implement a procedure that allows for payment of an authorized class up front when requested by the employee.

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be non-mandatory and will not include overtime payment or reimbursement for costs of transportation, meals, or other incidental expenditures, unless otherwise specified prior to the course and approved by the department.

Employees who fail to attend or satisfactorily complete a job-related class/training program shall reimburse the department for all costs incurred by the City. The City shall deduct the total amount of monies spent by the department from the employee's paycheck over the next four (4) pay periods.

3. SCBA OPTICS REIMBURSEMENT

Optical wear (lenses) suitable for insertion into SCBA mask are reimbursable by the City. Employees should use the claim reimbursement form and submit it within thirty (30) days using the chain of command.

ARTICLE IX. MISCELLANEOUS

1. JOB CLASSIFICATIONS

- A. The City recognizes that CFFDMME has a vital interest in the content of fire job specifications, including minimum qualifications and promotional patterns, for classifications represented by CFFDMME.
- B. The City agrees to notify CFFDMME anytime the City proposes to recruit and examine for, or to modify, fire job classifications represented by CFFDMME. The City agrees to meet and consult with CFFDMME over such proposed changes if CFFDMME so requests.
- C. On its own initiative, CFFDMME may at any time notify the City Human Resources Director that CFFDMME requests to meet and consult with the City over CFFDMME proposed modifications to the recruitment and examination procedure, and/or job specifications for fire classifications represented by CFFDMME. The City shall schedule a meet and consult session in response to such request.
- D. Nothing in this provision shall be construed as to require the City to divulge information or change procedures that in any way would compromise the integrity of the City's merit system.

2. SHORT TERM SUSPENSION

The parties agree that the members of this unit are not subject to short-term suspension as defined by the Personnel Rules and Regulations of the City of Folsom.

3. FITNESS / WELLNESS

A. The City and CFFDMME agree to support a comprehensive, mandatory annual medical examination for all uniformed employees represented by CFFDMME, as a component of the fitness/wellness program.

B. The City agrees an established a fitness/wellness work out period for all CFFDMME employees during the normal work shift.

4. SENIORITY FOR PURPOSES OF LAYOFF

Seniority for purposes of layoff shall be defined by the date of the most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.

5. SALARY UPON PROMOTION

An employee who is promoted to a position in a classification with a higher salary range shall be placed in the step in the new salary range that is at least 5% above the current base salary. An employee thus promoted is therefore assigned a new salary anniversary date effective of the date of promotion.

ARTICLE X. SIGNATURE CLAUSE

The terms and conditions of this Memorandum of Understanding are executed this _____ day of _____, ~~2020~~2023, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

City of Folsom

CFFDMME

Elaine Andersen
City Manager

Chad Wilson
CFFDMME Representative

~~Jim Francis~~Allison Garcia

~~Mark Piacentini~~Ken Cusano

Human Resources Director

CFFDMME Representative

~~Felipe Rodriguez~~Ken Cusano
Fire Chief

~~Mark Piacentini~~

Dennis Batchelder
City Representative

~~Chris Fletchall~~

~~Kristine Haile~~John Spittler
~~City Representative~~HR Advisor

ATTACHMENT A — SALARY RANGES

Fire Mid-Management Salary Ranges

	4	2	3	4	5	6	7	8
Fire Battalion Chief								
1/1/2020	\$135,893	\$139,290	\$142,772	\$146,342	\$150,000	\$153,750	\$157,594	\$161,534
1/1/2021	\$138,950	\$142,424	\$145,985	\$149,634	\$153,375	\$157,210	\$161,140	\$165,168
1/1/2022	\$142,424	\$145,985	\$149,634	\$153,375	\$157,210	\$161,140	\$165,168	\$169,298
Fire Division Chief								
1/1/2020	\$157,594	\$161,534	\$165,572	\$169,711	\$173,954	\$178,303	\$182,760	
1/1/2021	\$161,140	\$165,168	\$169,297	\$173,530	\$177,868	\$182,315	\$186,873	
1/1/2022	\$165,168	\$169,297	\$173,530	\$177,868	\$182,315	\$186,873	\$191,544	

	E92	1	2	3	4	5
Fire Battalion Chief	Eff 1/1/23	\$ 151,364	\$ 158,933	\$ 166,879	\$ 175,223	\$ 183,984
	Eff 1/1/24	\$ 155,905	\$ 163,700	\$ 171,886	\$ 180,480	\$ 189,504
	Eff 1/1/25	\$ 160,582	\$ 168,611	\$ 177,042	\$ 185,894	\$ 195,189

	E93	1	2	3	4	5
Fire Division Chief	Eff 1/1/23	\$ 171,254	\$ 179,817	\$ 188,808	\$ 198,248	\$ 208,161
	Eff 1/1/24	\$ 176,392	\$ 185,212	\$ 194,472	\$ 204,196	\$ 214,406
	Eff 1/1/25	\$ 181,684	\$ 190,768	\$ 200,306	\$ 210,322	\$ 220,838