

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF COLUSA

AND

COLUSA CITY PROFESSIONAL FIREFIGHTERS ASSOCIATION

July 1, 2010 – June 30, 2012

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17th day of August, 2010, by and between the designated representatives of the CITY OF COLUSA (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the CITY, and the authorized representatives of the COLUSA CITY PROFESSIONAL FIREFIGHTERS ASSOCIATION, hereinafter referred to as the GROUP,

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the CITY, GROUP and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the CITY, NOW, THEREFORE, the parties hereto do agree as follows:

### TITLE 1. PREAMBLE

#### 1.1 PRINCIPLES

The parties acknowledge the provisions of Chapter 10 (Section 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.

#### 1.2 NON-DISCRIMINATION

It is the policy of the CITY and GROUP not to, and neither party will interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, creed, sex, color, handicapping condition, age or national origin.

#### 1.3 RIGHTS OF EMPLOYEES

Employees have the right to organize or join the employee organization for the purpose of representation on all matters of employer-employee relations. Employees are free to join or not to join an employee organization and shall have the right to refuse to join or participate in the activities of the employee organization. Membership or non-membership in an employee organization is not a condition of employment and the employee will not be granted preferential treatment nor will he/she be withheld from

equitable treatment because of either membership or non-membership in such an organization. Each employee has the right to represent himself individually in his employment relations with the City. Employees shall not have the right to strike or to recognize a picket line of a labor organization while in the course of the performance of their official duties.

#### 1.4 CITY RIGHTS

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by law or this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by CITY include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities, and operations; to direct the work force; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed by CITY'S employees and the services to be provided; to classify positions; to determine the methods, processes, means and places of providing services.

#### 1.5 SECTION TITLES

Section Titles in this Agreement are for identification purposes only, and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any section.

## **TITLE 2. RECOGNITION**

### 2.1 RECOGNITION

The CITY recognizes the COLUSA CITY PROFESSIONAL FIREFIGHTERS ASSOCIATION, hereinafter referred to as the GROUP as the exclusive representative of all employees of the CITY who hold a classification listed in section 4.4. The provisions of this Memorandum

of Understanding, hereinafter set forth, shall apply only to those employees of the CITY of Colusa for whom COLUSA CITY PROFESSIONAL FIREFIGHTERS ASSOCIATION is the established exclusive representative.

**2.2 APPLICABILITY**

The provisions of this Agreement shall be limited to their application to employees of CITY in the bargaining unit described in Section 2.1. Wherever the words “employee” and “employees” are used in this Agreement, they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom GROUP is the exclusive bargaining representative of said employees.

**TITLE 3. GROUP ACTIVITY**

**3.1 NON-DISCRIMINATION**

Neither the CITY nor the GROUP, shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of his membership, or non-membership, in GROUP or his activity on behalf of GROUP.

**3.2 REPRESENTATIVES OF GROUP**

The GROUP’S Representatives shall have the right of reasonable access to bargaining unit members outside of their assigned duties; before and after work hours, at meals and break periods; and at other times as needed.

**3.3 USE OF CITY FACILITIES**

The GROUP is permitted to conduct meetings in City facilities, depending upon availability of space.

**3.4 NEGOTIATIONS**

GROUP representatives shall be allowed time off to meet with CITY to negotiate changes in the Memorandum of Understanding or new conditions not covered in the Agreement. This time off shall be compensated by CITY at the normal rate of pay.

**TITLE 4. SALARIES AND CLASSIFICATIONS**

#### 4.1 SALARY INCREASE

4.1.1 Effective the first pay period in July 2010, City shall increase employees' base salaries by two percent (2%) for all classifications upon adoption by the City Council of this MOU.

4.1.2 Effective the first pay period that reflects a deduction for the employee contribution to CalPERS pension, the City shall increase employees' base salaries by two percent (2%) for all safety classifications.

#### 4.2 LABOR MARKET ADJUSTMENTS

4.2.1 The City Agrees to meet and confer to establish salary bands based on market survey as soon as possible during the term of this MOU. These bands must be established prior to October 2011.

#### 4.3 PAY DAY

Salaries shall be paid at monthly intervals on the last working day of the month.

#### 4.4 CLASSIFICATION SPECIFICATIONS

Positions represented by this bargaining unit are: Fire Captain, Fire Engineer, Firefighter, Fire Secretary and Fire & Building Inspector.

### TITLE 5. HOURS AND OVERTIME

#### 5.1 WORK PERIOD

The work period for shift personnel is twenty-seven (27) days. The work period for the Fire Secretary and the Fire and Building Inspector consists of seven (7) consecutive calendar days, Sunday through Saturday.

#### 5.2 OVERTIME COMPENSATION

Overtime shall be paid pursuant to the provisions of the Fair Labor Standards Act.

#### 5.3 STRIKE TEAM PAY

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When an employee is assigned by the Fire Chief to respond as part of a strike team, said employee shall be paid at straight time normal hourly rate when working his or her regular scheduled shift and at time and a half when working during a period the employee was scheduled to be off. The rate of pay will be determined by what capacity the employee is serving in. For example: If a Captain is serving as a Captain or Crew Leader, that Captain will be paid at his or her regular rate of pay. If the Captain serves in a higher capacity such as Strike Team Leader or Assistant Strike Team Leader, then the Captain will be paid at the rate of reimbursement to the CITY for that position. All Strike Team pay is subject to reimbursement as per the State of California Fire Service Multi Party Agreement.

#### 5.4 EMERGENCY RESTRICTED STANDBY

FLSA "Non Exempt" employees shall be paid the prevailing minimum wage and any applicable overtime in the event they are authorized to remain available for emergency restricted standby.

The assignment of classifications of employees to emergency restricted standby duty shall be approved by the City Manager. Emergency restricted standby duty means time in excess of the official work period during which an employee is required to immediately return to duty when called to do so.

For purposes of this section, individuals required to remain available on an emergency restricted standby basis must at all times leave a telephone number where they can be reached and can return to work immediately. The possession of a City "beeper" or "pager" shall not constitute emergency restricted standby duty unless the Fire Chief or his/her designated representative has specifically assigned the employee to emergency restricted standby duties. Employees assigned to emergency restricted standby shall not consume any alcohol, or any drug which may impair their work performance.

#### 5.5 CALL BACK OVERTIME

Call back pay for extra duty worked (i.e. medical emergency, structure fire, training, staff and officer meetings, or any other work deemed necessary by the Fire Chief) shall be paid at 1 and 1/2 times the regular rate. Overtime under this section requires a return to work. The minimum time for which overtime shall be paid under this section is one (1) hour.

## **TITLE 6. LEAVE OF ABSENCE**

### **6.1 FUNERAL LEAVE**

Employees shall be granted time off with pay to attend funerals.

### **6.2 BEREAVEMENT LEAVE**

Employees eligible to use sick leave may use up to three (3) days accrued sick leave upon the death of the following family member: Mother, father, brother, sister, spouse, child, parent of spouse, grandparents and grandchildren. Five (5) days accrued sick leave may be used if traveling out of State. The Fire Chief can approve the use of additional leave credits for bereavement leave subject to operational need. If the employee has no accrued sick or vacation leave, he will be granted one day off with pay.

### **6.3 JURY OR COURT DUTY**

Employees called for jury duty or subpoenaed as a witness in a City related matter shall be granted the necessary time off for this purpose and shall be compensated in full by the CITY. The employee, however, must relinquish jury duty compensation excluding any mileage reimbursement to the CITY.

## **TITLE 7. SICK LEAVE**

### **7.1 ACCUMULATION**

Upon implementation of the Annual Leave Program (Title 10 below) employees will cease accumulation of sick leave. All existing sick leave shall remain on the books and eligible for usage pursuant to Sections 7.2, 7.3, 7.4 and 7.5 below.

### **7.2 ALLOWANCE**

7.2.1 Sick leave shall be allowed for an absence due to a bona fide illness, off duty injury, or confinement for medical treatment. Employees may use up to six (6) days of their accrued sick leave per illness per year to provide needed care to a member of their immediate family who is seriously ill or injured.

7.2.2 When sick leave is exhausted, annual leave must be used for any illnesses.

### 7.3 DEDUCTIONS

Deductions shall be made from the employees accrued balance on an hour for hour basis, i.e. employee is charged an hour of sick leave for each hour absent from a scheduled shift.

### 7.4 BUYOUT UPON TERMINATION

For the purpose of pay off upon retirement or termination after ten (10) years of service, employees are eligible to receive cash payment for 50% of the maximum accrual of 75 days or shift equivalent. Service retirement usage of sick leave is allowed. Employees may take time off equivalent to 50% of accumulation to a maximum of 30 days or 15 shifts prior to the effective date of retirement with no effect on PERS.

### 7.5 WORKERS' COMPENSATION

If an employee is injured on the job, and is receiving benefits under Workers' Compensation, he shall be allowed to use his unused leave benefits in an amount sufficient to provide wages equal to his salary as if he was normally employed. Safety employees receive workers' compensation payments in accordance with all State and Federal laws.

## TITLE 8. HOLIDAYS

### 8.1 HOLIDAY ENTITLEMENT

The following are holidays for which all employees will be entitled to time off with pay:

1. New Year's Day \*
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day \*
6. Labor Day
7. Veterans Day
8. Thanksgiving Day \*

- 9. Day after Thanksgiving Day
- 10. Christmas Day \*
- 11. Personal Floating Holiday (1)

\* Shift personnel shall observe these Holidays on the actual day that they fall on. Shift employees working on a holiday shall receive pay at one and one-half times the regular rate in addition to regular days pay; any shift employee whose scheduled day off falls upon a holiday will receive an additional eight (8) hours pay.

Beginning January 1, 2011 employees shall be credited with eight (8) hours of personal holiday benefit as of January 1 of each year. The personal holiday benefit must be used annually, cannot be accumulated, and is not subject to buyback at any time.

8.2 SATURDAY AND SUNDAY HOLIDAY

When any of the above holidays fall on a Sunday, the Monday following shall be observed as the Holiday. When any of the above Holidays falls on a Saturday, the preceding Friday shall be observed as the Holiday.

**TITLE 9. ANNUAL LEAVE**

9.1 ALLOWANCE

A. Each full-time employee shall receive Annual Leave in accordance with the following schedule:

Fire Secretary & Fire & Building Inspector:

<u>Years of Service</u>	<u>Per Month</u>
Less than 5	10.7 hours
5 years but less than 15	14 hours
15 years or more	17.36 hours

Shift Personnel:

<u>Years of Service</u>	<u>Per Month</u>
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Less than 5	16.75 hours
5 years and over	22.75 hours

Employees are eligible to use accrued annual leave after serving a minimum of six months.

9.2 DEDUCTIONS

Deductions shall be made from the employees accrued balance on an hour for hour basis, i.e. employee is charged an hour of vacation leave for each hour absent from a scheduled shift.

9.3 PART-TIME EMPLOYEES

Part-time and hourly employees shall accrue proportional annual leave credits.

Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement.

9.4 CARRY OVER

If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a cap of two (2) times their annual accrual rate.

9.5 SELL BACK OF ANNUAL LEAVE

Employees that have used at least 10 days or shift equivalent of annual leave in the past 12 months will be allowed to sell back annual leave in accordance with the following schedule:

61 months to 15 years	5 days (or shift equivalent)
181 months and over	10 days (or shift equivalent)

## 9.6 EXCEPTIONS TO CAP

A department head or designee may permit an employee to temporarily exceed the cap because the employee: (a) was required to work as a result of fire, flood, or other extensive emergency; (b) was assigned work of a priority or critical nature over an extended period of time; (c) was absent on full salary for compensable injury; (d) was on jury duty. In no event shall an employee's annual leave balance exceed two and one half (2 1/2) times their annual accrual rate.

## 9.7 SEPARATION

Upon separation from City employment, the employee shall be paid for all accrued annual leave time at their current rate of pay.

## 9.8 USAGE

The time when annual leave shall be taken by the employee shall be determined by the department head or designee in accordance with existing City rules.

## 9.9 ANNUAL LEAVE USED AS SICK LEAVE

Annual leave that is used for purposes of sick leave is subject to the requirements set forth in the Sick Leave section of this Agreement.

## 9.10 TERMINATION

Subject to the limitations and conditions set forth above employees who have served a minimum of one year whose employment with the City is terminated for any reason shall, at the time of termination, receive pay for any unused annual leave and any Past Vacation Credits.

9.11 TERMINAL LEAVE - Terminal LEAVE is defined as time after an employee has given notice of termination/retirement, and is utilizing LEAVE time before their actual date of termination. Employees shall not earn additional LEAVE credit while on terminal leave.

## 9.13 PAST VACATION CREDITS

Past Vacation Credits are not subject to the maximum accrual set forth in Section 9.4 and will not be considered in determining the employee's eligibility to earn additional annual leave credits.

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9.14 BUY BACK OF PAST VACATION CREDITS

Past Vacation Credits may be cashed out or converted to 457B in November of each year with a maximum of 500 hours per year. The CITY will buy back Past Vacation Credits based upon the employee's current hourly rate of pay.

**TITLE 10. PAY FOR PERFORMANCE PROGRAM**

10.1 PAY FOR PERFORMANCE

The Pay for Performance program is designed to replace annual merit step increases. On an annual basis an employee will be given a salary increase commensurate with their overall performance based on an annual performance evaluation. Unlike the merit step increase program it replaces, pay for performance allows for annual salary increases from 0-15%. (See provisions 10.4 & 10.5)

10.2 SALARY BANDS

Each classification has a salary band with minimum entry salary and a maximum salary. Additionally, employees that have documented "Extraordinary Performance" may exceed the salary band maximum salary by 0-15%. (See provision 10.6)

- A. Entry salary for classification
- B. Maximum pay for performance salary for classification
- C. Extraordinary performance band (0-15% above B)

10.3 SALARY BAND ADJUSTMENTS

Salary Bands can be adjusted in the following ways:

10.3.1 NEGOTIATED INCREASES

Salary bands shall be adjusted at the conclusion of bargaining unit negotiations to reflect any negotiated COLA. However, when such COLA is applied to the salary band no employee is guaranteed an increase. Individual increases are subject to performance review (see provision 10.4)

10.3.2 EQUITY INCREASES

Salary Bands shall be adjusted on an equity basis at anytime upon the recommendation of the Department Head, the availability of funding, the concurrence of the City Manager and the ratification of the City Council. Any individual salary equity adjustments do not require a performance evaluation.

10.3.3 ADDITIONAL INCREASES

Periodically additional recurring monies may become available for salary. Such increases shall be subject to the meet and confer process pursuant the Myers Milias Brown Act.

Salary Surveys used during negotiations shall be “total compensation” surveys and shall include employee contributions to CalPERS, medical insurance and social security.

#### 10.4 PERFORMANCE REVIEWS

Annual Pay for Performance Reviews will be scheduled for October of each year, beginning in October 2010. These will establish the performance goals for each individual for the 1 year review period.

#### 10.5 PERFORMANCE INCREASES

An employee shall be eligible for a performance increase from 0 to 15 % in base salaries, or a one-time bonus of 0% to 15 % of salary on the first day of a pay period following the employee's anniversary date. No employee shall exceed the Salary Band Maximum except as provided under 10.6 below.

Performance increases shall not be automatic and shall be reviewed and approved by the City Manager, prior to discussing with the employee.

If an October review date is missed due to an error, a performance increase shall not be automatic. The employee shall notify the immediate supervisor in writing of the error and an evaluation shall be made within 30 calendar days from the date of such notice. If the employee is granted a performance increase, such increase shall be retroactive to the anniversary date.

#### 10.6 EXTRAORDINARY PERFORMANCE

An employee is eligible to exceed the Salary Band maximum for their classification whenever his/her performance has achieved a substantial improvement or efficiency, or substantial savings or income to the City, beyond what is normally expected in the job assignment.

Such performance shall be reviewed and documented by a committee comprised of the Department Head (Or in the event of a department head evaluation by the City Manager) recommending such increase, the City Manager and two City Council Members appointed by the City Council for such purposes. The Committee's recommendation shall be brought to a "closed session" of the City Council to discuss the employee's performance and eligibility for Exceeding Salary Band maximum. The employee shall not be apprised of the Department Head's or City Manager's tentative recommendation until and unless approved in writing by the City Manager, after such closed session.

In the event such increase is not approved to exceed Salary Band maximum, the requesting department head or City Manager, shall rewrite such performance evaluation to reflect the performance limits of the Salary Band maximum.

An employee receiving Extraordinary Performance Pay shall be eligible for a one-time bonus of up to 15% percent, or an ongoing salary adjustment of up to 15%, and have such pay begin or retroactively be paid on the first day of a pay period following the employee's anniversary date.

#### 10.7 PROBATIONARY INCREASE

An employee who has achieved regular status and successfully completed probation shall be eligible to receive performance increase from 0 to 15% on the first day of a pay period following successful completion of the probationary period.

#### 10.8 IMPLEMENTATION

The first Pay for Performance salary increases will become effective October 2011 after 12 months under the pay for performance system.

An employee receiving a review outside of the normal annual review cycle of October – September will have their October pay for performance salary increase pro-rated based on the number of months since their last pay increase.

For the duration of this MOU any increase pursuant to this section shall be applied 50% by equity and 50% by pay for performance until October 2011.

#### 10.9 APPEALS

An employee that is denied a performance increase may appeal the performance evaluation that is the basis for such denial. The appeal must be filed within 10 days of the evaluation in question.

The appeal shall be reviewed by a panel consisting of 3 members. One member shall be selected by the Union. One member shall be selected by the City. One member shall be a Human Resources Professional mutually agreed upon by both parties.

#### 10.10 DISPUTES AND POTENTIAL CONFLICTING PROVISIONS RELATED TO SALARY BANDS–

Notwithstanding memoranda of understanding provisions or City policies directly related to salary ranges and the new salary bands, the City Council shall be the final interpreter of any conflicting compensation provisions, disputes or application issues,

including all language implementing the new salary bands. Their decision shall be final and binding on the parties.

## **TITLE 11. BENEFITS**

### **11.1 HEALTH INSURANCE PLAN MINIMUM EMPLOYER CONTRIBUTION**

Currently the City participates in the California Public Employees Retirement System (PERS) for medical insurance under its Public Employees Medical and Hospital Care Act (PEMHCA), and will pay the Minimum Employer Contribution (MEC) for each employee or retiree enrolling himself/herself, and where applicable, his/her eligible dependents in one of the medical plans offered by CalPERS.

Minimum Contribution as of July 1, 2010	\$105.00
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11.1.1 The City will issue an addendum annually with the updated Minimum Contribution amount pursuant to PEMCHA.

11.1.2 In the event the City leaves the CalPERS PEMCHA program this provision, the Health Insurance Plan Minimum Contribution, will become null and void.

### **11.2 CITY SUPPLEMENTAL BENEFIT STIPEND FOR ACTIVE EMPLOYEES**

11.2.1 The intent of the City is to provide a meaningful benefit program for active employees. Toward that end, it is the intent for benefit stipend to provide, when combined with the PEMHCA minimum contribution (if any), the following:

- Employee only Blue Shield EPO
- Employee only Dental benefit
- Employee only Vision benefit

11.2.2 The City will pay the following additional amount for each active employee enrolling himself or herself in City sponsored benefit plans.

11.2.3 The stipend = Blue Shield EPO rate – MEC + Dental + Vision + term life.

Example: The Stipend amount as of January 1, 2011           \$580.67 + dental and vision \*

\*City is currently seeking bids for Dental & Vision Benefits...

11.2.4 An employee that receives medical coverage from another source (spouse, military, etc.) may opt out of the City Supplemental Benefit Stipend for Active Employees and receive an amount equal to one-half (1/2) of the current stipend in the form of a City contribution to an individual 457 account or 40% of the stipend in cash.. The employee must provide proof of coverage under a comparable plan annually during the open enrollment period.

11.2.5 If an employee opts for a less expensive plan than the default medical plan, Blue Shield EPO, they may take ½ of the remaining stipend as a contribution to a 457 account or 40% of the remaining stipend in cash.

11.2.6 On an annual basis the City shall issue an addendum identifying the updated amount of the MEC required by PEMHCA and any corresponding adjustment to the Supplemental Benefit Stipend for Active Employees.

### 11.3 CITY RETIREE SUPPLEMENTAL BENEFIT STIPEND PROGRAM

The intent of the City is to provide a meaningful retiree medical program for its employees. Toward that end, it is the intent for benefit stipend to provide employee only coverage, when combined with the PEMHCA minimum contribution (if any), in the CalPERS Blue Shield EPO or similar program.

11.3.1 Existing City Retirees and employees that retire prior to January 1, 2011 are entitled to full lifetime payment for employee only medical from the following plans\*:

- Blue Shield EPO
- PERS Choice PPO
- PERS Select

\* City can substitute similar plans from different carriers pursuant to 11.6 below.

11.3.2 Active employees hired prior to July 1, 2010 and who retire from the City with at least ten (10) years of service with the City between the age 55 and 65 (or Medicare eligibility age, whichever is later), and participate in the PERS medical insurance program will be eligible to receive the City Retiree Supplemental Benefit Stipend until they reach the age of 65 (or Medicare eligibility age, whichever is later) in accordance with the following schedule:

Years of Service	Percentage of Premium (Stipend + MEC)
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

11.3.3 Employees that retire from the City prior to age 55 shall be entitled to only the Health Insurance Plan Minimum Employer Contribution (MEC) pursuant to Section I above, if applicable.

11.3.4 Upon retirement employees hired after July 1, 2010 shall be entitled to only the Health Insurance Plan Minimum Employer Contribution (MEC) pursuant to Section I above, if applicable.

#### 11.4 CITY RETIREE SUPPLEMENTAL BENEFIT STIPEND

This stipend is only applicable to employees hired prior to July 1, 2010 and retire after January 1, 2011. This stipend is subject to the terms of item 11.3.2 above.

11.4.1 Pursuant to the provisions of 11.3 above, the City shall pay the following additional amount for each Retired Employee enrolling himself or herself and his or her eligible dependents in any of the available PERS medical plans :

11.4.2 The Stipend shall be calculated in the same manner as 11.2.3 above except that ancillary benefits are not included.

Retiree Supplemental Benefit Stipend as of January 1, 2011	\$580.67
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11.4.3 On an annual basis the City shall issue an addendum identifying the updated amount of the MEC required by PEMHCA and any corresponding adjustment to the Supplemental Benefit Stipend for Retired Employees. The Stipend amount shall be adjusted so that it will, when combined with the MEC, continue to fully pay for the Blue Shield EPO for a retiree enrolling as a “single” employee.

#### 11.5 MEDICARE SUPPLEMENT STIPEND

Employees hired before July 1, 2010 and that retire after January 1, 2011 that are eligible for Medicare must enroll in the Medicare program. Once enrolled in the Medicare program retired city employees will be entitled to the Medicare Supplement Stipend.

11.5.1 On annual basis the Medicare Supplement stipend shall be adjusted to fully pay for the Blue Shield Option F Medicare supplement plan plus Medicare part D premium.

11.5.2 Medicare Supplement Stipend As of July 1, 2011 \$200.00

11.5.3 The City will issue an addendum annually with the updated amount for the Medicare Supplement Stipend.

#### 11.6 MEDICAL INSURANCE PLAN CHANGES

Nothing herein precludes the City from substituting a similar alternative medical insurance plan for the current plans with a different provider.

#### 11.7 GENERAL RULES FOR PERS MEDICAL COVERAGE

11.7.1 The active or retired employee and his/her spouse and/or dependents must be eligible to enroll in a PERS medical plan based on employment with the City, as determined by PERS.

11.7.2 Continuing eligibility for PERS medical plan coverage of retirees and their spouses shall be determined by PERS.

11.7.3 Each enrolled retiree shall pay the full balance of the medical premium for the plan they select in such manner as prescribed by PERS.

11.7.4 New employees shall be eligible for medical plan coverage on the first day of the month following completion of the eligibility period as established by PERS.

#### 11.8 DENTAL PLAN

The City will continue to offer dental insurance. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

#### 11.9 TERM LIFE INSURANCE

The City will endeavor to offer a Term Life Insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis.

#### 11.10 LONG TERM DISABILITY INSURANCE

The City will endeavor to offer a Long Term Disability insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend

or out of their paycheck on a pre-tax basis.

**11.11 VISION PLAN**

The City will endeavor to offer a vision insurance product during the term of this MOU. Employees must pay the premium for participation out of their benefit stipend or out of their paycheck on a pre-tax basis

**11.12 DEFERRED COMPENSATION PROGRAM**

The CITY has established for all employees voluntary participation in qualified Deferred Compensation programs. Employees may defer up to the amount established by law.

**11.13 IRS SECTION 125 PLAN**

The CITY has established for all employees voluntary participation in qualified IRS Section 125 plans.

**TITLE 12. MISCELLANEOUS**

**12.1 UNIFORM ALLOWANCE**

Shift personnel shall receive a \$65.00 per month uniform allowance. The CITY shall replace uniforms damaged beyond repair in the line of duty.

**12.2 EMERGENCY MEDICAL TECHNICIAN PAY**

Employees maintaining an Emergency Medical Technician Certificate shall receive a benefit of \$250.00 per year. Any member of the group who has or obtains an EMT-D Certificate shall receive an additional \$100 per year. Said monies shall be paid at the beginning of the CITY's fiscal year.

**TITLE 13. RETIREMENT**

**13.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S)**

The CITY shall provide and maintain for all employees the State of California Public Employees Retirement System Program.

#### 13.1.1 Safety Employees:

- Pension formula shall be 2%@50.
- Employee will pay 100% of employee contribution.
- Pension shall be calculated on highest 36 months salary.
- Effective June 1, 2012 pension shall be calculated on highest 12 months salary.

#### 13.1.2 Non-Safety Employees

- Employees hired after July 1, 2010
  - Pension Formula shall be 2%@60.
  - Employee will pay 100% of employee contribution.
  - Pension shall be calculated on highest 36 months salary.
- Employees hired prior to July 1, 2010
  - Pension formula shall be 2%@55
  - Employer pays 100% of employee contribution
  - Pension calculated based on highest 12 months with EPMC

### **TITLE 14. TERM OF AGREEMENT**

#### 14.1 TERM

This Agreement shall be for the term beginning July 1, 2010 and shall continue in full force and effect through June 30, 2012 and thereafter from year to year, unless superseded by a successor agreement.

This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.

#### 14.2 MODIFIED MOU

The CITY is currently drafting a comprehensive MOU for all bargaining units. Said MOU is not completed at the time of execution of this MOU, therefore the parties agree to keep open negotiations for the sole purpose of potential implementation of the new comprehensive MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 17<sup>th</sup> day of August 2010.

CITY OF COLUSA

COLUSA CITY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

CITY OF COLUSA

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CCPFA President

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Donna Critchfield, Mayor

APPROVED AS TO FORM:

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Jacob Knapp, City Attorney