



MEMORANDUM OF UNDERSTANDING

between

The City of Coronado

and

Coronado Firefighters' Association

Fiscal Years 2018-2019 through 2020-2021

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INTRODUCTION

The City of Coronado and the Coronado Firefighters' Association (CFA) have reached this Memorandum of Understanding, hereinafter referred to as MOU, pursuant to meeting and conferring in good faith, and in accordance with the provisions contained in California Governmental Codes (Section 3500 seq.).

This agreement is entered into by and between the City of Coronado, hereinafter referred to as the CITY, and the Coronado Firefighters' Association, hereinafter referred to as the ASSOCIATION.

It is the purpose of this agreement to achieve and maintain harmonious relations and full communications between the CITY and the employees represented by the ASSOCIATION and to establish proper standards of wages, hours and other conditions of employment.

The parties mutually agree to the following salary, supplemental benefits, and other terms and conditions of employment with an effective date of June 23, 2018 through the end of Fiscal Year 2020-2021. The term "year" when used in this MOU shall mean "fiscal year" unless otherwise specified. This is a comprehensive MOU containing all active provisions of previous MOUs.

During the term of this memorandum of understanding (FY18/19 – FY 20/21), should any recognized bargaining unit within the City of Coronado reach a signed agreement that results in higher employee benefits than provided to members of the Coronado Firefighters Association (CFA), the city agrees to adjust the employee benefits provided to CFA to an equivalent amount. This clause does not apply to any base pay, incentives or any other pay levels which the City and other bargaining units agree upon.

It is understood that the provisions of this MOU do not apply to newly hired personnel who receive a temporary appointment as defined in Rule I, Section 2 and Rule V, Section 7 of the Civil Service Rules.

Article 1. Work Schedule

Those employees in the unit that are assigned to a twenty-four (24) hour shift shall work a three-platoon system titled A, B, or C. Each platoon is scheduled for duty on a twenty-four (24) hour shift basis, to commence at 0730 hours of any given day. Each platoon shift calendar cycles on a twenty-four (24) day period; specifically, four (4) shifts on duty with one (1) shift off-duty between each day worked and followed by four (4) consecutive off-duty shifts, and four (4) shifts on duty with one (1) shift off-duty between each and followed by six (6) consecutive off-duty shifts. The schedule is so arranged that one of the platoons (A, B, C) is always on duty and each platoon is scheduled for eight (8) shifts on duty in every twenty-four (24) day period for a fifty-six (56) hour average work week.

Notwithstanding the above, employees may relieve each other, by mutual agreement, up to two (2) hours prior to the regularly scheduled start of a shift. Employees shall make up relief shifts (or "trades") on a one-for-one basis.

All new firefighter/paramedic hires with a cumulative fire service experience of less than one year will receive two weeks of intensified training. The training will be provided as follows: Monday through Saturday (five [5] ten-hour [10-hour] days and one [1] six-hour [6-hour] day). Upon completion of this two week (2-week) training period, new firefighters will be assigned to a platoon.

All new firefighter/paramedic hires with a cumulative fire service experience of more than one year of cumulative fire service experience (i.e., "lateral hires") will be provided with an eight-shift evaluation period (four shifts serving as a firefighter and four shifts serving as a paramedic). During this evaluation period, the lateral hire will serve as an additional staff member on the designated engine or ambulance. During this time, the training captain for the shift will recommend to the Fire Chief whether the full two week intensified training is necessary. If it is deemed necessary, the lateral hire will be required to complete the intensified training at the completion of his/her eight-shift evaluation period.

The Fire Chief retains the right to require any new firefighter/paramedic or lateral hire to complete the two week intensified training.

Article 2. Payroll Deduction

The CITY agrees to deduct to the extent required by law, once each pay period, dues and lawful deductions in an amount certified to be current by the Secretary-Treasurer of the ASSOCIATION from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the CITY to the ASSOCIATION Treasurer. This authorization shall remain in full force and effect during the term of this agreement.

Article 3. Uniform Allowance

A uniform allowance shall be provided in the amount of \$825 per year, paid in August of each year.

All new hires (not including temporaries) shall receive a \$900 uniform allowance as a store credit to pay for initial clothing purchase. Any ASSOCIATION Uniform Store purchases will be made on a cash basis. Only one clothing allowance is to be received in a given fiscal year.

This uniform allowance covers boot purchase (regulation safety type), boot repairs (including zippers), pants and shirts, and a coat. T-shirts, jackets, and workout clothing are included if the person elects to purchase them.

Uniforms worn while on duty will be those approved by the Uniform Committee and the Fire Chief.

Maintenance of an acceptable uniform is the responsibility of each individual without additional remuneration from the CITY.

Article 4. Employee Evaluations

- A. Employee evaluations shall be conducted in accordance with Civil Service Rule II, "Employee Performance Reports."
- B. Physical Training Program and Annual Professional Proficiency Test
 - 1) In order for employees represented by the ASSOCIATION to achieve a competent rating on performance evaluations, individuals will have to pass an annual professional proficiency test. The annual professional proficiency test will include, but not be limited to: Minimum Company Standards, Self-Contained Breathing Apparatus, EMT 1-A, EMT-D, Personal Performance Standards (physical agility test).
 - 2) Any employee who meets the minimum standards for the Annual Professional Proficiency Test shall receive at least a "satisfactory" or "adequate" rating. The physical agility portion of the annual Professional Proficiency Test shall be scored on a "Pass/Fail" basis.
 - 3) There will be no significant substantive changes in the contents of the current personal physical training program or the Annual Professional Proficiency Test during the term of this agreement without prior notice to the ASSOCIATION and an opportunity to meet and confer.
 - 4) The category "Professional Proficiency Test" shall be on the employee evaluation form under the sub-heading Job Knowledge. The category "Physical Training Program" shall be on the employee evaluation form under the sub-heading Work Habits. Participation in the Physical Training Program shall be evaluated and scored in the same manner as other categories.

Article 5. Wages and Merit Pay

- A. Effective July 1, 1989, the former EMT incentive program was incorporated into the base salary schedule. It is understood that EMT certification and all Medical EMT standards, policies and procedures approved by the County EMS Director and adopted by the Department are a job requirement for all classifications covered by this MOU. There will be no further grandfathering as to this job requirement. The CITY shall continue to pay for the cost of the instructor and testing for recertification.
- B. In June 2008 the former Paramedic incentive pay for firefighters was incorporated into the base salary schedule and the classification Firefighter/Paramedic was added to the list of classifications in the CITY's Personnel Authorization and Compensation Plan. All Firefighters, as of the effective date of this agreement,

who have a current paramedic license will automatically be reclassified into the Firefighter/Paramedic classification.

The Firefighter classification will remain in effect at least until the remaining single-role Firefighters (as of July, 2008) promote, resign, or retire from the Department. At that time, the CITY may eliminate the Firefighter classification.

- C. Effective Fiscal Year 2019-2020, the salary schedule and base pay of CFA employees shall be increased by one and one-half percent (1.5%). Effective Fiscal Year 2020-2021, the salary schedule and base pay of CFA employees shall be increased by the equivalent of the San Diego Consumer Price Index for the previous calendar year up to a maximum of two and one-half percent (2.5%) The salary schedule is listed in Appendix C.

D. *Rescue Merit Pay*

Effective Fiscal Year 2019-2020, CFA members who have successfully completed a minimum of 4 of the 9 following courses as agreed upon with Fire Management, from the courses provided by the State Fire Marshall (SFM) will receive incentive pay of 5% of the employee's regular rate of pay. Approved courses are listed below:

- 1-SFM - Low Angle Rope Rescue Operations
- 2-SFM - Rescue Systems 1
- 3-SFM - Rescue Systems 2
- 4-SFM - Rescue Systems 3
- 5-SFM - Rope Rescue Technician
- 6-SFM - Structural Collapse Technician
- 7-SFM - Trench Rescue
- 8-SFM - Vehicle Extrication
- 9-SFM - Open Water Rescuer

Because curriculum name changes may have occurred or may occur after this agreement, course equivalents may be substituted to meet these requirements under the following conditions: Content and training level must provide the employee competency in the specific rescue skills. Fire Chief must be petitioned and approve the course equivalent.

Note: Salaries shall be adjusted at beginning of pay period nearest July 1 of each year. For clarification purposes, in no case will the base pay for any employee exceed the maximum pay stated in the CITY's Personnel Authorization and Compensation Plan.

Article 6. Holiday Pay

- A. Employees in the unit who are assigned to and work on a twenty-four (24) hour shift basis shall receive a holiday premium of ½ their regular rate of pay for all hours worked on a holiday.

For purpose of the holiday premium only, holidays are as follows:

<u>Recognized Holiday</u>	<u>When Observed</u>
New Year's Day	January 1
Martin Luther King Birthday	January 15
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday Following Thanksgiving Day
Christmas Day	December 25

- B. **Floating Holiday:** Employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION are given 11.25 hours credit on July 1 of each year in recognition of Caesar Chavez' Birthday to be used as a FLOATING HOLIDAY. To accrue this time, an employee must be employed by the City on July 1 of the fiscal year. All FLOATING HOLIDAY leave time must be used in the fiscal year in which it is accrued. Employees who terminate on or before June 30 will be paid straight-time for every hour of unused floating holiday leave time. The floating holiday may be used by each employee at his or her discretion within the fiscal year upon supervisor's approval.

Article 7. Overtime

Employees in the unit have agreed to work overtime. It is the responsibility of all employees in the unit to cooperate with the CITY to help ensure the availability of employees to work overtime. Overtime and compensatory time off shall be paid in accordance with the Fair Labor Standards Act (FLSA). Employees shall receive one and one-half times the "regular rate of pay" for overtime worked as described in the FLSA except in the following circumstances:

- A. **Emergency overtime** shall cover those times when an employee is required to either remain at or return to work due to:
- 1) his/her participation in an ongoing strike team operation
 - 2) his/her participation in a response to a civil emergency such as an earthquake, fire, natural disaster, major vehicle accident, etc.

If an employee is required to *return* to work from off-duty status for emergency overtime, he/she shall be paid a minimum of two hours, which shall constitute full compensation to the employee for the time commuting to and from the work site.

If an employee is required to *remain* at work for emergency overtime, he/she shall be paid the emergency overtime rate only if the overtime extends more than two hours beyond the end of the employee's normal shift.

Emergency overtime shall be paid at 1.5 times the employee's 40-hour work week rate.

- B. **Normal overtime** shall apply in those cases in which an employee is required to remain at or return to work to maintain the minimum staffing requirements and no "emergency" as defined above, exists. Effective with the deployment of the Quint Tiller truck and the initiation of constant staffing, normal overtime shall apply to maintain constant staffing requirements and no "emergency" as defined above exists. It shall also apply in those instances in which an employee is required to *remain* at work for an emergency as defined above if the overtime does not extend more than two hours beyond the end of the employee's normal shift.

Normal overtime shall be paid at one and one-half times the employee's 56-hour work week rate.

- C. During any work cycle in which an employee has paid leave hours, said hours shall be counted as work hours for the purpose of calculating entitlement to non-FLSA overtime, in accordance with the past practice of the parties.
- D. The parties have agreed that overtime worked may be compensated by compensatory time off (CTO) at the rate of one and one-half times the overtime hours worked, subject to the limitations of the FLSA. Maximum accrual of CTO is 168 hours. Maximum usage of CTO in any fiscal year shall be 240 hours.
- E. The CITY has established a twenty-eight (28) day, 212-hour work period for Fire shift personnel, identified those elements of pay making up the "regular rate," and clarified that for purposes of FLSA mandated overtime, all hours of approved leave, with the exception of sick leave, will be counted as hours worked.
- F. Fire shift personnel are on a work period that matches the established two-week payroll period. FLSA mandated overtime shall be paid in the next available payroll closing after the completion of the twenty-eight (28) day work period.
- G. **Special Event Pay:** Fire Department personnel assigned to duty during a commercial activity special event wherein a condition of the event permit is that the City will be reimbursed for the cost of fire and/or EMS services will be compensated at double time (two times the regular rate of pay) for the overtime worked at the event.

Article 8. Out-of-Class Pay

Employees assigned to work out-of-class shall be compensated at their regular rate of pay plus an additional five (5) percent of base pay for each hour worked in the out-of-class assignment for nine (9) or more hours on a shift. Out-of-class pay will be computed from the first hour worked once the nine-hour threshold has been reached on each occasion.

Out-of-class assignments may be offered to personnel on a current, active eligibility list if no permanent employee of the rank being filled is available.

Article 9. Educational Incentive

Each employee who completes the degree requirements from an accredited secondary institution shall receive an educational incentive of \$80 per month (paid biweekly at \$36.93 per pay period) for an Associate's degree. The educational incentive increases to \$160 per month (paid biweekly at \$73.85 per pay period) if the employee has a Bachelor of Arts or Bachelor of Science degree.

Article 10. Paramedic Program

A. **Classification:** Effective in June 2011, the former Paramedic incentive pay for firefighters is incorporated into the base salary schedule and the classification Firefighter/Paramedic is added to the list of classifications in the CITY's Personnel Authorization and Compensation Plan. All Firefighters who have a current paramedic license were automatically reclassified into the Firefighter/Paramedic classification.

B. **Primary Paramedic:** The Primary Paramedic shall be defined as the employee assigned by the Department to functionally ride in the Firefighter/Paramedic position and whose designated primary responsibility is patient care.

C. **Paramedic Assignment Pay for Engineer:** Engineers who maintain a paramedic license (Engineer Paramedics) will receive a Paramedic Assignment Differential equal to 4% of regular bi-weekly base pay. Engineers who choose to relinquish their paramedic licenses will no longer receive the 4% Paramedic Assignment Pay.

If an Engineer who receives this assignment pay is considered for promotion to the rank of Captain, then the CITY will include the assignment pay in determining the appropriate promotion increase into the Captain's salary range.

D. If an Engineer Paramedic is assigned to the Primary Paramedic Position, he/she would receive Out-of-Class pay pursuant to Article 8. The Out-of-Class pay for this assignment would begin after four hours. The out-of class pay will be computed from the first hour worked once the 4 hour threshold has been reached.

E. **Paramedic Assignment Pay for Captain:** Beginning on the pay period ending July 11, 2014, Captains who maintain a paramedic license (Captain Paramedics) will receive a Paramedic Assignment Differential equal to a flat amount per pay period of \$80.00. Captains who choose to relinquish their paramedic licenses will no longer receive the Paramedic Assignment Pay.

F. **Paramedic Recertification:** Firefighter/Paramedics will be compensated \$412.50 annually to recertify their paramedic license. As an incentive to maintain

paramedic skills and recertification, paramedic-certified Fire Engineers and Captains will also receive the annual recertification payment of \$412.50.

New employees assigned as paramedics will receive their first incentive at the completion of probation and annually thereafter in July following that date.

- G. **Continuing Education:** The Department will be responsible for maintaining the Continuing Education requirements for all members who maintain paramedic certification regardless of rank. This will be accomplished through the use of overtime (to include FLSA mandated travel time), on-duty training and/or in-house training. The department will be responsible for appropriate related costs associated with maintaining the Paramedic Continuing Education Program and Paramedic License.
- H. **Retreat Rights:** Any Firefighter employed by the City of Coronado as of May 1, 2001 who accepts an assignment to a Paramedic slot will be able to “retreat” to a “regular” Firefighter slot once the Paramedic program reaches a minimum of nine (9) Paramedics and a “regular” position becomes available. Requests to “retreat” to a Firefighter position are to be made to the Fire Chief in writing. All reasonable requests will be considered.

Article 11. Staffing Level

- A. **Constant Staffing:** Effective FY 2009-10, the City converted from “minimum” staffing of eight to “constant” staffing of nine (9), wherein nine persons are on duty at all times. Normal staffing for the Department will be nine (9) personnel assigned to frontline emergency response apparatus. The Battalion Chief will not be included as fire operations personnel to meet minimum staffing.
- B. **Specific Staffing of Apparatus**

Truck: The minimum staffing level will be four (4) personnel. Normal staffing of the apparatus will consist of one Captain position, one Engineer position, one Firefighter/Paramedic position, and a fourth position assigned from among any rank at the discretion of the Department.

In the event that the truck is placed out-of-service, as long as constant staffing of nine (9) is met, the replacement apparatus may be staffed with the appropriate minimum staffing for that apparatus as long as the remaining personnel are assigned to another frontline, emergency apparatus. This alternate staffing intended to best utilize personnel for emergency operations in unusual circumstances.

Engines: The minimum staffing level will be three (3) personnel. Normal staffing of the apparatus will consist of one Captain position, one Engineer position, and one Firefighter/Paramedic position.

Ambulance: The minimum staffing level will be two (2) personnel. Normal staffing of the apparatus will consist of at least one Firefighter/Paramedic and one additional employee assigned from among any rank at the discretion of the Department.

- C. The Fire Chief reserves the right to determine the necessity of backfilling positions that are vacant during a shift. All circumstances relating to the need to fill the position will be considered, regardless of the reason for the vacancy. Department policy will address backfilling decision criteria as described in Article 22.

Article 12. Vacation

As reflected in Rule VI, Section 4, of the Civil Service Rules relating to credit for vacation with pay, the following is provided:

- A. Following the completion of twelve (12) months of continuous service, each employee who is employed on a full time basis shall be allowed 138 hours of credit for vacation with pay. For the succeeding forty-eight (48) months, for each calendar month of service, he/she shall be allowed 11.5 hours of credit for vacation with pay. For the succeeding one hundred twenty months (120) [ten years], for each calendar month of service, he/she shall be allowed sixteen (16) hours of credit. Thereafter, for each calendar month of service, he/she shall be allowed eighteen (18) hours of credit for vacation with pay.
- B. Maximum vacation accumulation for all employees in the unit shall be 450 hours. Accumulated hours may be used in any year without limitation, other than said maximum.
- C. Employees in the unit may sell back to the CITY up to four shifts of earned vacation time per year subject to sign up procedure during the budget process.
- D. Employees in the unit will have the ability to schedule vacation shifts with no days blacked out during vacation sign-up. Additional rounds will be circulated until all selections are made.
- E. One person will be allowed to schedule vacation leave per shift. An additional person will be allowed to use vacation leave on the same shift provided that this does not require a force hire.

Article 13. Sick Leave

- A. Employees in the unit shall earn 11.17 hours of sick leave for each calendar month worked.
- B. Maximum sick leave accumulation for all classifications represented by the ASSOCIATION shall be 1,512 hours.

- C. Employees in the unit shall be eligible to convert three (3) days of sick leave for one day of vacation after having reached 75% of the maximum allowable accumulation (75% of 1,512 hours is 1,134 hours).
- D. Under Civil Service Rule VI, Section 5(e), a Physician's Statement is required under the following circumstances:
- 1) Absence for a period of more than two consecutive 24-hour shifts.

When absent for a period of more than two consecutive 24-hour shifts, the employee shall be required to furnish a physician's statement on a form provided by the CITY indicating the nature and the duration of incapacity in order to be eligible for sick leave benefits.
 - 2) Suspected abuse of sick leave.

The Personnel Officer or the appointing authority may require a physician's statement to be completed on a form provided by the CITY at any time if an employee is suspected of abusing sick leave benefits.

Excused sick leave is sick leave that has been documented by a physician's statement or authorized by the Department Head. The third incident of unexcused use of sick leave in a twelve-month period will be cause for suspected sick leave abuse. After the third unexcused use, an employee shall be required to provide a physician's statement for any use of sick leave during the next twelve-month period.
- E. Any sick leave certificate shall be completed/signed by a doctor licensed to practice in California.
- F. The CITY may require a "second opinion" from a doctor selected by the employee from a panel supplied by the CITY.
- G. Sick leave with pay shall be authorized by the appointing authority subject to verification of the employee's eligibility by the Personnel Officer.
- H. The membership and officers of the ASSOCIATION agree to assist the CITY and to cooperate to reduce costs associated with Workers' Compensation and sick leave.
- I. An employee who calls in sick shall be eligible to work overtime prior to returning to their normal shift if: The absence is less than two consecutive 24-hour shifts OR The absence is greater than two consecutive 24 hour shifts but has been excused by a Physician's statement

Article 14. Family Medical Leave

The CITY will grant the use of family or medical leave for CITY employees as required by law and per the guidelines established in the Civil Service Rules. Leaves may be used to care for the employee, or the employee's immediate family member and in special circumstances as allowed by law, such as military exigency leave.

Article 15. Bereavement Leave

- A. An employee may use up to twenty-four (24) hours of bereavement leave if he/she is required to be absent from duty due to the death of a member of the employee's immediate family, without loss of base pay or deductions from other leave balances.
- B. Additional leave utilizing the employee's leave balances, may be authorized by the Department Director or designee.
- C. The "immediate family" shall be defined as: spouse, child, parent, sibling, grandparent; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.
- D. The employee may be required to submit proof of the relative's death, such as an obituary or funeral program.
- E. The employee shall provide as much notice to his/her supervisor of the necessity to use this leave as is reasonable under the circumstances.
- F. The employee's use of bereavement leave in full compliance with this provision shall not be reflected his/her performance evaluation nor shall it result in discipline.

Article 16. Transitional Duty

The policy shown in Appendix A, and incorporated herein by reference, shall address short-term, transitional duty assignments based on medical opinion that an injured employee is physically capable to work in a limited capacity while recovering from an injury.

Article 17. Conversion of Leave Balances Upon Change of Schedule

The payroll manual will be revised to incorporate converting leave balances upon change of schedule.

Article 18. Retirement and Survivors' Benefits

- A. The CITY contracts with the California Public Employees' Retirement System (CalPERS) to provide the "3% at age 50" retirement benefit for all fire safety members. In compliance with the Public Employee Pension Reform Act of 2012, the City will provide to all fire safety members hired after January 1, 2013, who do

not meet the CalPERS definition of a “classic” member the “2.7% at age 57” retirement benefit.

- B. In accordance with §20516 Cost Sharing, of the California Public Employees Retirement Law, all classic CalPERS employees in the bargaining unit will participate in additional cost sharing of 1.5% effective the first pay period of fiscal year 2019-2020. The employee contribution rate will be 10.5% effective July 1, 2019. Effective with the first pay period of Fiscal Year 2019-20, employees shall be responsible, through payroll deduction, for paying the 10.5% member contribution to CalPERS. This contribution will be made on a pre-tax basis. If a secret ballot election held in accordance with §20516 is not successful, employee contribution of 1.5% will be made to the employers’ contribution account and will not be on a pre-tax basis.
- C. The CITY shall provide the 1959 Survivors' Benefit with the 1977 amendment providing for a 25% increase in benefits.
- D. In October 1988, the CITY implemented the following: One-Year Highest Compensation (only applies to Classic Members), Increase in Non-Job Related Disability Retirement Allowances, and Pre-Retirement Optional Settlement 2 Death Benefit.

Article 19. Health Savings Account

The CITY will continue to pay a percentage of the CFA member's salary directly into the Coronado Firefighters’ Association Local 1475 VEBA Health Savings Trust (VEBA). The percentage of the employee’s salary is tiered based on age as follows:

Age	Deduction/Contribution Amount
19-30	3%
31-40	4%
41-50	5%
over 50	6%

Upon separation from service with the CITY the participant's Vacation and CTO balances will be converted to cash on a dollar for dollar basis and deposited in their account as stipulated in the plan document.

The CITY will continue to administer the VEBA including the payment of administrative costs. The Trust's administrative costs will be paid by the participants in the plan.

Article 20. Medicare Allotment for Employees Hired Prior to March 31, 1986

In 2008, the CITY and the ASSOCIATION agreed to proceed with enrolling all members in Medicare. At that time, there were six members were not enrolled. After exploring this issue, the CITY and the effected members have come to an agreement not to enroll the

affected members in Medicare. No further action will be taken unless dictated by a change in legislation or Federal Guidelines.

Article 21. Cafeteria Benefit Plan

- A. The CITY shall make available a cafeteria benefit program. The CITY shall provide the number in dollars in the Cafeteria Benefit Plan to be benchmarked and maintained at the same level of the “Self-Represented Employees.” Options available under the program shall be as set forth in the Annual Open Enrollment and Cafeteria Benefit Plan information booklet.
- B. The Cafeteria Plan makes available alternate health insurance plans from which eligible employees may select health insurance coverage. Any insurance coverage selected which costs more than the Annual Benefit Allotment provided by the CITY will be paid for by the employee through deductions withheld from the bi-weekly paycheck.
- C. The Cafeteria Plan offers reimbursement for certain expenses in addition to the health coverage, and the voluntary vision and dental coverage. Reimbursement may be made by a Third Party Administrator.
- D. The health insurance plans provided by the CITY shall include benefits at least equal to the benefits contained in the health insurance plans available on the effective date of this MOU. Nothing herein shall prevent the CITY and the ASSOCIATION from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of this MOU, so long as the benefit levels remain approximately the same.
- E. To the extent that Congress enacts tax reform legislation which impacts the Cafeteria Plan, the CITY and the ASSOCIATION agree to meet and confer on the implementation of any mandatory changes.
- F. The CITY reserves the right at any time during the term of this MOU to change its insurance carriers. In the event such a change materially affects coverage or benefits, the CITY agrees to meet and confer in advance of such change, provided however, that if such a change results in comparable coverage and benefits, no obligation to meet and confer shall arise hereunder.
- G. The CITY and the ASSOCIATION agree to negotiate over health care during the term of this agreement, without having to re-negotiate the entire agreement. This re-opener allows the parties to address any changes to health care reform legislation, including but not limited to the Cadillac Tax provisions of 2018. The CITY will meet and confer to determine the best way to limit the potential liability of these changes and will work with the ASSOCIATION to determine how a set of similar benefits may be offered if changes are necessary during the term of the agreement.

If a change to the plan structure is warranted and the CITY determines it is best to offer benefits outside of the cafeteria style plan, the CITY will invite members of the ASSOCIATION to participate in a Joint Labor Management Benefits Committee. The purpose of the Committee will be to examine cost containment strategies for the management of employee benefits while maintaining the quality of the benefits offered to employees.

All other provisions of the contract will remain in effect during the re-opener with no labor disruptions as a result of the re-opener negotiations.

Article 22. Group Term Life Insurance

The CITY shall provide and pay premiums for group term life insurance for each employee in the unit for coverage in the amount of \$50,000 or the employee's annual salary, whichever is greater.

Article 23. Employer/Employee Relations

- A. The ASSOCIATION shall be entitled to conduct monthly meetings in the Fire Station after the end of the regular work day, provided such meetings shall not interfere in the normal operations of the Department.
- B. The ASSOCIATION shall encourage member employees to maintain their physical condition sufficiently to adequately perform the tasks of their classification.
- C. The ASSOCIATION shall encourage the members to develop skills and use them in the workplace and support participation in Departmental programs and projects.
- D. Neither the CITY nor the ASSOCIATION shall be responsible for providing or maintaining linens, sheets, pillowcases, or providing the maintenance and supplies relating to all televisions and coffee makers at both fire stations.

Article 24. Management Rights - City Rights Clause

The CITY reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law, to manage the CITY, as such rights existed prior to the execution of the MOU. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the CITY generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.

- C. To determine the necessity of organization or any service or activity conducted by the CITY and expand or diminish services.
- D. To determine the nature, manner, means, and technology, and the extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the CITY operations are to be conducted.
- H. 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 subcontract any work or operation of the CITY.
- I. 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.
- J. To relieve employees from duties for lack of work or other legal non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in CITY disciplinary procedures.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with this MOU.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the CITY, which are not in contravention with this MOU.

- S. To take any and all necessary action to carry out the mission of the CITY in emergencies.

Except in emergencies, or where the CITY is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of the CITY's rights shall impact the working conditions, hours, or wages of one or more individuals represented by the employee organization, the CITY will in good faith, contact the employee organization to schedule a meeting to enable the employee organization to put forth input or alternatives prior to the action being taken, unless the matter of the exercise of such rights is provided for elsewhere in this MOU. Any discussion between the CITY and the employee organization shall be held in good faith in an attempt to reach mutual agreement.

Article 25. Personal Appearance

Personal Appearance Standards have been incorporated into the Fire Department's Operations Manual.

Any violations of these Personal Appearance Standards shall be immediately corrected or reported to the Fire Chief. The Fire Chief shall have final authority in these standards.

Employees in the unit can be ordered to report for work in a uniform for the day.

Article 26. Tuition Reimbursement

Employees represented by the ASSOCIATION shall be eligible to receive a maximum of \$1,000 each tuition reimbursement per fiscal year upon written verification of satisfactory course work completion. Expenses approved in excess of \$1000 will roll forward to be paid in the following fiscal year. The aggregate amount of tuition reimbursement for ASSOCIATION members shall not exceed the amount appropriated for ASSOCIATION members in the Departmental budget.

Both regular college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in performance of CITY work are eligible for reimbursement, per Administrative Procedure #131.

Employees in the unit shall be allowed to receive reimbursement under this program for the costs of certifications for having met State Board of Fire Services professional standards by the completion of a specific SBFS accredited course of study. The cost of the certification should be included with the request for Tuition Reimbursement for the course per Administrative Procedure #131.

Article 27. DMV Fire Apparatus Endorsement and State Fire Marshal Driver Operator 1A Certification

Members required to obtain or maintain the ability to drive fire apparatus shall be paid for any time required to attend a Fire Apparatus Driver/Operator 1A certification course administered by an instructor registered with the Office of the State Fire Marshal as well as any time to attend any required course necessary to obtain the proper endorsement, or

specialty license from the California Department of Motor Vehicles. The City will pay the cost of tuition for required courses and/or certifications to maintain the Fire Apparatus Endorsement.

Article 28. Association Representation

Nothing in this MOU is intended to remove any of the classifications presently represented by the ASSOCIATION from the Fire ASSOCIATION.

Article 29. Background and Department of Motor Vehicle Checks

The CITY may conduct background and DMV checks for all new employees and prior to any promotion.

The City of Coronado participates in the DMV pull program that includes all employees of the department. The CITY will only release information to the department indicating license revocation or suspension or other loss of driving privileges.

Article 30. Hepatitis B Inoculations

Employees shall make a good faith effort to get Hepatitis B inoculations that are covered as a benefit of the employee's health plan. To the extent that Hepatitis B inoculations are not fully covered under the employee's health plan, the CITY will reimburse any required co-payment and/or deductible amount actually paid by the employee.

Article 31. Mandatory Mess, Cooking Policy, and Back Phones

All members of the fire suppression unit on shift shall participate in a mandatory mess. Exceptions to this article shall only be allowed for religious, dietary, or medical reasons. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal work hours.

Phones for the residential portion of each station (back phones) shall be maintained by the ASSOCIATION rather than the CITY. Bills for these phones will be forwarded to the ASSOCIATION Treasurer for verification and payment.

Article 32. Deferred Compensation

The CITY agrees to make available a 457 deferred compensation program to all employees represented by the ASSOCIATION. The CITY and ASSOCIATION agree to explore providing alternate 457 plan(s) during the first year of this agreement.

Article 33. Opportunities for Additional Work Experience

The parties have agreed to continue the practice of staffing absences of more than thirty (30) days expected duration with temporary Firefighter/Paramedics.

Special assignments will be prominently posted to allow maximum participation/competition within the Department. The Department reserves discretion for final selection.

Article 34. Americans with Disabilities Act

Because the Americans with Disabilities Act (hereinafter called ADA) requires accommodations for individuals protected under the Act and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may require modification in order for the CITY to avoid discrimination relative to hiring, promotion, granting regular status, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work, or other terms and conditions of employment.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by ADA shall not establish a past practice in the grievance procedure.

Prior to implementation of any ADA accommodation that would modify any provision of the MOU in order to undertake required accommodation for an individual protected by ADA, the CITY will provide the ASSOCIATION with written notice of the intended modification and, if requested, will allow the ASSOCIATION the opportunity to meet and confer on the CITY'S proposal.

Article 35. Drug Free Workplace

The CITY has adopted a Drug Free Workplace Policy in compliance with the Drug Free Workplace Act of 1988, which applies to all CITY employees.

Article 36. Association Leave Bank

The CITY and ASSOCIATION agree to establish a mechanism for unit members to donate paid leave into a bank to be utilized by Association members for Association business.

Article 37. Savings Clause

This MOU is superseded by State and Federal Law. If any provision, section, subsection, sentence, clause or phrase of this MOU is for any reason held by a court of competent jurisdiction to be illegal or unconstitutional, the remaining portion of the MOU shall not be affected and shall remain in full force and effect.

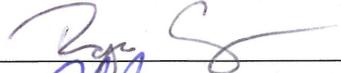
Article 38. Revisions to Civil Service Rules

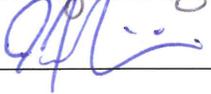
The parties agree to amend Civil Service Rule VIII, Section 8, to allow extensions of time for hearings before the Civil Service Commission on disciplinary appeals.

For the Coronado
Firefighters' Association



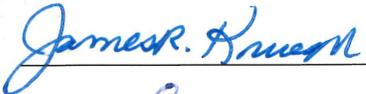






Dated 7-19-18

For the City of Coronado





Dated 7/19/18

Appendix A

Coronado Fire Department **Transitional Duty Policy**

DEFINITION: Transitional duty is defined as a temporary work assignment of specified duration, not to exceed six (6) months, which is made as a result of an industrial or non-industrial physical or emotional condition that has resulted in the employee being unable to perform the essential job duties specified in the employee's job description. Transitional duty assignments are limited to short-term needs of the department as determined by the Fire Chief.

ELIGIBILITY:

The employee must inform the department of the industrial or non-industrial injury as soon as possible or no later than the first regular workday following the injury. If the injury is work-related, the employee has 24 hours to complete the required injury forms and return them to Administrative Services.

To be eligible for transitional duty, the employee must provide a physician's statement on the required CITY form, available from the Administrative Services Department that indicates the general nature of the injury or illness and all required work restrictions.

The employee must comply with work restrictions that the physician specifies. The Fire Chief may request clarification of work restrictions from the physician. Unless otherwise specified by the Department, the employee shall provide an updated physician's statement after each doctor's appointment.

The Department may require a separate medical evaluation performed by a CITY physician at CITY expense. Such evaluations shall be the final determination as to duration and duties of all limited duty work assignments.

When more than one employee at any given time is requesting light duty work, employees injured as a result of work-related incidents or activities will be given priority over those not cleared for full duty due to non-work related injuries or illness. The Department will comply with the law to provide a "reasonable accommodation" for "qualified individuals" under the ADA who have non-industrially related injuries or illnesses.

ASSIGNMENT:

Transitional duty assignments for all employees will be available only when there is a specific short-term need, not to exceed six (6) months.

An assignment will be considered transitional duty when it is temporary 'medically suitable' and it is within a classification for which the employee meets the minimum requirements.

Transitional duty employees will not work overtime assignments or holidays without the express permission of the employee's Division Chief.

An injured worker's position will not be kept open indefinitely. However, the department will first exhaust all reasonable alternatives to hiring permanent replacements.

SALARY:

Employees performing in a transitional duty capacity shall continue to receive the regular pay of their regular assignment. Therefore, they shall not be eligible for workers' compensation, temporary disability benefits, industrial leave pay, or specialty pay during this period. Specialty pay is pay as defined in the CFA Memorandum of Understanding.

APPROVAL OF TRANSITIONAL DUTY:

Upon approval for limited capacity assignment by a physician, the employee's Division Chief shall determine if a specific short term need exists in an appropriate assignment which complies with the eligibility requirements of this policy. If eligibility requirements can be met, the Fire Chief may permit a temporary assignment to transitional duty. If so, a written recommendation will be made to the Fire Chief. Fire Chief may, in his sole discretion, approve those transitional duty assignments deemed to be in the best interest of the CITY.

RETURN TO REGULAR WORK ASSIGNMENT:

Employees assigned to transitional duty will be returned to their regular work assignment on the date that their treating physician returns them to full duty without restrictions.

If the employee's physician releases the employee to work with permanent limitations and the employee is not a "qualified individual with a disability" under state or federal law, the department will determine on a case-by-case basis whether there exists a CITY position which the employee can perform with his or her restriction(s).

PERMANENTLY DISABLED:

The appointing authority and the Human Resources Manager in the Administrative Services Department shall have the responsibility of reviewing, determining and documenting who is a "qualified individual with a disability" under state or federal law.

Whenever a "qualified individual with a disability", who is returning to full duty after a transitional duty assignment, requests a transfer, the appointing authority and the Human Resources Manager in the Administrative Services Department shall have the responsibility of responding to the request.

Appendix B**Coronado Fire Department**
Volunteer Reserve Firefighter Program

The purpose of the Volunteer Reserve Firefighter program is to develop, prepare, and evaluate reserve firefighters for possible future employment with the City of Coronado Fire Department, and to provide training opportunities for Firefighter/Paramedic candidates. Secondly, the Volunteer Reserve Firefighter program provides supplement City staffing in both emergency and non-emergency operations. Volunteer Reserve Firefighters will not be used to replace regular full time personnel to meet constant staffing or apparatus staffing requirements as described in Article 11 of this Memorandum of Understanding. A Volunteer Reserve Firefighter will not be permitted to operate as the second person on the ambulance or as the third person on the engine.

The following list identifies the minimum requirements for participants in the Volunteer Reserve Firefighter program:

- Age: 18 years of age at time of application.
- Education: High school graduate or equivalent (GED).
- Certifications: Possession of a valid San Diego County EMT-1A.
- Paramedic: San Diego County Paramedic Accreditation Highly Desirable.
- License: Must have and maintain a valid, unrestricted Class C California driver's license.
- Residence: Shall reside within San Diego County.
- Telephone: Must have a working telephone in their residence and keep current number updated with the Fire Department.
- Occupation: Employment or involvement with occupations that may be considered a conflict of interest or which may impair performance or discredit either the City or Department are unacceptable.
- Certification of ability to work in the United States: Prior to employment, applicants must demonstrate, as required by law that they are legally able to work in the United States.
- Uniforms and Safety Shoes: Volunteer Reserve Firefighters are responsible for purchasing their own uniform and safety shoes. Approximate cost totaling \$500.

Appendix CCoronado Firefighter's Association
Salary ScheduleNo change in salary schedule for Fiscal Year 2018-19
Current Salary Schedule

	A	B	C	D	E	F	G
Fire Captain	\$3,183.77	\$3,342.96	\$3,510.11	\$3,685.61	\$3,869.89	\$4,063.39	\$4,266.56
Fire Engineer	\$2,713.67	\$2,849.36	\$2,991.83	\$3,141.42	\$3,298.49	\$3,463.41	\$3,636.58
Firefighter	\$2,367.23	\$2,485.59	\$2,609.87	\$2,740.37	\$2,877.38	\$3,021.25	\$3,172.32
Firefighter/Paramedic	\$2,686.81	\$2,821.15	\$2,962.20	\$3,110.31	\$3,265.83	\$3,429.12	\$3,600.58

Fiscal Year 2019-20

	A	B	C	D	E	F	G
Fire Captain	\$3,231.53	\$3,393.10	\$3,562.76	\$3,740.89	\$3,927.94	\$4,124.34	\$4,330.55
Fire Engineer	\$2,754.38	\$2,892.10	\$3,036.70	\$3,188.54	\$3,347.97	\$3,515.36	\$3,691.13
Firefighter	\$2,402.74	\$2,522.88	\$2,649.02	\$2,781.47	\$2,920.54	\$3,066.57	\$3,219.90
Firefighter/Paramedic	\$2,727.11	\$2,863.46	\$3,006.64	\$3,156.97	\$3,314.82	\$3,480.56	\$3,654.59

Fiscal Year 2020-21

Effective Fiscal Year 2020-2021, the salary schedule and base pay of CFA employees shall be increased by the equivalent of the San Diego Consumer Price Index for the previous calendar year up to a maximum of two and one-half percent (2.5%)