

# **MEMORANDUM OF UNDERSTANDING**

between

**CITY OF SANTA CLARA**

and

**UNCLASSIFIED FIRE MANAGEMENT  
EMPLOYEES  
UNIT 9B**



**DECEMBER 17, 2017 – DECEMBER 26, 2020**

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SANTA CLARA**  
**and**  
**UNCLASSIFIED FIRE MANAGEMENT EMPLOYEES, UNIT #9B**

**DECEMBER 17, 2017 – DECEMBER 26, 2020**

**Table of Contents**

1. SALARIES .....	1
2. MERIT PAY/SALARY ADJUSTMENT SYSTEM.....	2
3. VACATION ACCRUAL AND USAGE .....	2
4. HEALTH INSURANCE .....	3
5. HOLIDAYS.....	5
6. MANAGEMENT LEAVE PROGRAM.....	5
7. PROFESSIONAL DEVELOPMENT.....	6
8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE .....	6
9. BEREAVEMENT LEAVE.....	8
10. VOLUNTARY TIME OFF.....	8
11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) .....	9
12. RETIREE MEDICAL REIMBURSEMENT BENEFIT.....	9
13. EMPLOYEE ASSISTANCE PROGRAM.....	10
14. PSYCHOLOGICAL COUNSELING .....	10
15. DEPLOYMENT PAY .....	11
16. PDA/SMART PHONE STIPEND .....	11
17. DENTAL INSURANCE .....	11
18. LIFE INSURANCE .....	12
19. UNIFORM ALLOWANCE .....	12
20. SAFETY AND PROTECTIVE EQUIPMENT .....	12
21. RESIDENCY BENEFITS .....	13
22. DOMESTIC PARTNERS.....	13
23. PAY PERIODS.....	13
24. DECLARATION.....	13
25. NEXT MEMORANDUM OF UNDERSTANDING .....	13
APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION.....	14

**Alphabetical Table of Contents**

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION.....	14
BEREAVEMENT LEAVE.....	8
DECLARATION .....	13
DENTAL INSURANCE.....	11
DEPLOYMENT PAY .....	11
DOMESTIC PARTNERS.....	13
EMPLOYEE ASSISTANCE PROGRAM.....	10
HEALTH INSURANCE.....	3
HOLIDAYS.....	5
LIFE INSURANCE .....	12
MANAGEMENT LEAVE PROGRAM.....	5
MERIT PAY/SALARY ADJUSTMENT SYSTEM .....	2
NEXT MEMORANDUM OF UNDERSTANDING .....	14
PAY PERIODS.....	13
PDA/SMART PHONE STIPEND .....	11
PROFESSIONAL DEVELOPMENT .....	6
PSYCHOLOGICAL COUNSELING .....	10
RESIDENCY BENEFITS.....	13
RETIREE MEDICAL REIMBURSEMENT BENEFIT.....	9
SAFETY AND PROTECTIVE EQUIPMENT .....	12
SALARY.....	1
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE .....	6
UNIFORM ALLOWANCE.....	12
VACATION ACCRUAL AND USAGE.....	2
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) .....	9
VOLUNTARY TIME OFF.....	8

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CITY OF SANTA CLARA**  
**and**  
**UNCLASSIFIED FIRE MANAGEMENT EMPLOYEES, UNIT #9B**

**DECEMBER 17, 2017 – DECEMBER 26, 2020**

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding (MOU) reflects the agreement of the City of Santa Clara (City) and the Unclassified Fire Management Employees of the City of Santa Clara (Unit 9B) on an MOU with effective dates December 17, 2017 through December 26, 2020

1. SALARIES

- A. Effective retroactive to December 17, 2017, for all classifications represented by Fire Management (Unit 9B), and for all employees employed on the date the City Council approves this MOU, salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date. Effective the first full pay period of the 12/18 – 12/19 MOU year, for all classifications represented by Fire Management (Unit 9B), salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date. Effective the first full pay period of the 12/19 – 12/20 MOU year, for all classifications represented by Fire Management (Unit 9B), salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date.
- B. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of compensation adjustments. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. Said repayment will begin, via payroll deduction, with the next paycheck following final determination of the amount to be paid. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

determination of the amount to be paid.

2. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the Fire Chief and the City Manager. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9B employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments with an affirmative decision by the Fire Chief shall be required each year following the annual evaluation.
- C. For 2019 only, employees shall be guaranteed a “merit” pay adjustment of not less than 2.0%.
- D. Effective following City Council approval of this MOU, if the Fire Chief has not completed an evaluation in time for a merit adjustment by an employee’s anniversary date, the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date. This shall also apply to the guaranteed 2% “merit pay” in 2019 only described in the prior paragraph.
- E. The City and Fire Management agree that, effective the first full pay period of the 2019-2020 MOU Year, the salary ranges (not individual salaries) for all classifications in Unit 9B shall be increased by 5.0%.

3. VACATION ACCRUAL AND USAGE

Represented employees will accrue vacation, calculated to four decimal points for accuracy, as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 40 HOUR EMPLOYEE</u>	<u>MAXIMUM ACCUMULATION</u>
1 through 9	120 hours	400 hours
10 through 20	160 hours	400 hours
21 and over	192 hours	400 hours

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 24 HOUR EMPLOYEE</u>	<u>MAXIMUM ACCUMULATION</u>
1 through 9	8 shifts/192 hours	672 hours
10 through 19	10 shifts/240 hours	672 hours
20+ years	12 shifts/288 hours	672 hours

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first 12 months of regular employment.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

- B. Vacation will be earned on a bi-weekly basis (1/26th of the annual accrual) provided that the employee is in a paid status for at least 2/3rds of the hours of that pay period.
- C. Employee is required to take at least 1/2 of the vacation earned during the previous calendar year in the current calendar year.
- D. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, convert a combined total of maximum of eighty (80) hours (112 hours for 24 hour employees) of accrued vacation to cash at his/her current hourly rate of pay.
- E. Employee is required to have a vacation balance at or below their maximum accrual limit as of the end of the pay period in which December 31st occurs each year.
- F. In lieu of receiving a vacation-leave cash payout at retirement, the Unclassified Fire Management Employees may vote to roll accrued vacation leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Unclassified Fire Management Employees compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

4. HEALTH INSURANCE

A. Health Flex Contribution

Effective January 1, 2018, the City will offer employees a Health Flex Contribution of \$133.00/month to put toward the payment of a City offered health plan. The \$133.00/month applies for 2018, and this amount shall be modified each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable."

Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of it. It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133/month in 2018), which is the City's designated PEMHCA amount.

B. Regular Flex Contribution

Effective January 1, 2018, the City will provide a Regular Flex Contribution equal to the Kaiser Employee Only premium minus the Health Flex Contribution (thus, for 2018, the Regular Flex Contribution will be \$649.43/month). Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular

*MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)*

Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 4.C. below.

For employees who enroll in City health and whose benefits exceed the total of the City's Health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

C. Cash In Lieu

Effective January 1, 2018, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to the Kaiser Employee Only premium minus the Regular Flex Contribution (for 2018, the Cash in Lieu amount thus is \$133.00/month).

In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- Opt Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

D. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

- E. If Unit 1 receives any across-the-board increase in City contribution to health premiums or right of employees to cash under the City's cafeteria plan after City Council approval of this MOU, Unit 9B employees shall be entitled to the same increase.

5. HOLIDAYS

A. 8-hour Shift Employees

The City will observe the following thirteen (13) dates (or days) as City holidays and City offices will be closed in observance of those holidays. Represented employees assigned to an 8-hour shift will be entitled to eight (8) hours of paid time off in observation for each of the holidays listed:

New Year's Day (January 1), Martin Luther King, Jr. Day (3<sup>rd</sup> Monday in January), President's Day (3<sup>rd</sup> Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1<sup>st</sup> Monday in September), Admission Day (September 9), Columbus Day (2<sup>nd</sup> Monday in October), Veteran's Day (November 11), Thanksgiving Day (4<sup>th</sup> Thursday in November), Friday after Thanksgiving, and Christmas Day (December 25).

Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

Represented employees will also receive thirteen work days (104 hours) of holiday pay, prorated over 26 bi-weekly pay periods annually. The number of annual holidays included in the total compensation allocation will be 13 days (computed on the eight hour per day rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9B. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. 24-hour Shift Employees

Represented employees will receive thirteen work days (104 hours) of holiday pay, prorated over 26 bi-weekly pay periods annually. The number of annual holidays included in the total compensation allocation will be 13 days (computed on the eight hour per day rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9B. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

6. MANAGEMENT LEAVE PROGRAM

The Management Leave program is as follows:



MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

- A. Effective January 1 of each year, represented employees will receive 120 hours (168 for 24-hour shift personnel) of Management Leave per calendar year
- B. New hires or employees promoted into Unit 9B between January 1 and June 30 will be credited with 120 hours (168 for 24-hour shift personnel) of Management Leave. New hires or employees promoted into Unit 9B between July 1 and December 31 will be credited with 60 hours (84 for 24-hour shift personnel) of Management Leave.
- C. Use of Management Leave is subject to approval by the Fire Chief or his/her designee. Such use shall be approved unless staffing or other conflicts prohibit such approval.
- D. Management Leave may not be converted to cash or other paid time off.
- E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than 180 hours (252 for 24-hour shift personnel) of “banked” management leave. (Thus, and for example, a 40-hour employee that already has 180 hours of management leave on January 1 would not receive any further management leave. A 40-hour employee that already has 100 hours of management leave on January 1 would “only” receive an additional 80 hours. A 40-hour employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.

7. PROFESSIONAL DEVELOPMENT

The City recognizes that the professional development of management personnel in the form of conferences and educational classes is in the best interest of the community. To this end, when approved by the Fire Chief and City Manager, represented employees who take part in professional development opportunities shall be entitled to normal, on-duty pay, without having to use paid leave time, for those hours during which attendance at the professional development opportunity includes the normally scheduled duty hours of the individual. The individual shall not be compensated for normal duty hours which are spent in activities not directly associated with the approved professional development opportunity unless this time is covered by other paid leave time.

8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

- 1) Employees shall accrue ninety-six (96) hours (288 hours for 24-hour employees) of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement sick leave

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

with Department Head approval, as permitted and set forth in CMD 30 at the time this MOU was adopted.

B. FAMILY SICK LEAVE

- 1) Not more than forty eight (48) hours of sick leave (144 hours for 24-hour employees) within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

- 1) Each calendar year, an employee is entitled to use thirty-two (32) hours (60 hours for 24-hour employees) of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
  - 2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.
- 2) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 3) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation (216 hours of sick leave for up to 72 hours of vacation for 24-hour employees), based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

In lieu of receiving a sick-leave cash payout at retirement, the Unclassified Fire Management Employees may vote to roll accrued sick leave hours, based on service level and payout, into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of sick leave to their VEBA accounts. Sick Leave payout at retirement is subject to the provisions and requirements outlined in the Personnel and Salary Resolution.

The Unit agrees to a reduction in the maximum cash-out of sick leave for future hires but which would only take effect if and when the City

reached an agreement (or imposed) the change on all bargaining units and, if there was variation among bargaining units, the sick leave cash-out provision for new hires most beneficial to employees would apply to Unit 9B's new hires.

9. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section 20(A). Employees are eligible to receive up to forty (40) hours (or three (3) shifts for 24-hour employees) of bereavement leave in the event of the death of a parent (including step, adoptive and in-law), child (including step, adoptive and in-law), sibling (including step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (or two (2) shifts for 24-hour employees) of bereavement leave in the event of the death of a grandparent (including step, adoptive and in-law), grandchild (including step, adoptive and in-law), aunt (including step, adoptive and in-law) or uncle (including step, adoptive and in-law); and up to one (1) work day (or one (1) shift for 24-hour employees) of bereavement leave in the event of the death of their own or a step, adoptive, or in-law great-grandparent, great-grandchild, niece, nephew, or first cousin.
- B. The bereavement leave benefit is based on each death occurrence and is not charged through the total compensation model.
- C. Up to five (5) work days (or five (5) shifts for 24-hour employees) of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.
- D. At the request of the City, the employee will provide verification.

10. VOLUNTARY TIME OFF

Employees may request voluntary unpaid time off under the following conditions:

- A. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.
- B. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.
- C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

- D. Voluntary time off may be taken without the employee first using all of his/her accrued leave.
- E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request which will be sufficient to allow the department head to accommodate the request.
- F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

- A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post retirement medical benefit for employees. Specific information regarding the Plan will be referenced in the Plan Document.
- B. A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

Effective December 21, 2003, the City ceased making contributions to employee VEBA accounts. Employee VEBA accounts remained and will remain open for other potential contributions. Effective December 14, 2008, the City began contributing \$50 per month to employees' VEBA trust accounts. Effective retroactive to December 17, 2017, for persons employed on the date the City Council approves this MOU, the City will increase its contribution to employees' VEBA trust to \$250/month. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participants' accounts.

12. RETIREE MEDICAL REIMBURSEMENT BENEFIT

- A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City of Santa Clara and CalPERS, regardless of retirement date, with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017, that will be reimbursed in 2018, the City will reimburse an amount up to \$343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

supplemental health insurance premium or unreimbursed single retiree health insurance premium. The amount of the City reimbursement will be adjusted once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

- B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.
- C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment quarterly.

13. EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide and pay for a confidential Employee Assistance Program (EAP).

14. PSYCHOLOGICAL COUNSELING

A represented employee may avail him/herself of a City designated psychologist or psychiatrist for stress counseling. It is understood between the parties that such counseling sessions will be confidential on a patient/doctor relationship with the following exception: If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided to the Fire Chief or designee on a confidential basis. It is further understood that such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary or permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee. The City reserves the right to inquire into the circumstances of such mental disability to determine whether or not the alleged disability is job related.

The cost of the psychological counseling shall be paid by the City, up to a maximum of ten (10) visits per calendar year, with the following exceptions:

- A. For the first six (6) visits, the employee will pay \$10.00 for each visit.
- B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.
- C. The uninsured costs of the last four (4) visits will be borne equally by the City and the employee.
- D. The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

expense. It will be the intention of the City to contract with psychologists/psychiatrists who have a demonstrated ability to counsel in the area of fire service job stress and who will agree to the terms and conditions set forth in this section of the MOU. It is understood by all parties to this agreement that the City will take all reasonable steps to implement this section but, if the City is unable for monetary, professional, ethical or legal reasons to successfully negotiate contract(s) consistent with all provisions of this section, this section is then null and void.

15. DEPLOYMENT PAY

Represented employees will receive “deployment pay” for reimbursable deployments, outside the City of Santa Clara, when initiated by local, state and federal mutual aid agreements. The employee will be compensated for off duty days of the deployment or assignment at the prevailing reimbursable rate not to exceed 1.5 times the employee’s hourly rate.

Reimbursable deployments are defined as events that the City of Santa Clara is reimbursed for the costs associated with the incident, including costs of personnel assigned to the event. Represented employees will not receive deployment pay for deployments outside the City of Santa Clara that are not reimbursable.

When approved by the Fire Chief, represented employees on their off duty days may be used to backfill vacancies created by employees assigned on reimbursable deployments. These represented employees will receive backfill deployment pay at the prevailing reimbursable rate not to exceed 1.5 times the employee’s hourly rate.

Following City Council approval of a new MOU, Fire Management (9B) employees will be paid at time and a half Step 5 of Salary Schedule Rate B43, for hours performing Stadium Detail special event work outside an employee’s regular schedule and which amounts shall be reimbursed to the City by the Stadium Authority. Such pay and detail shall be limited to those events where the Fire Chief concludes that the presence and work of Fire Management personnel is required.

16. PDA/SMART PHONE STIPEND

The City will provide an \$80 per month PDA/smart phone stipend to those employees who wish to receive it instead of receiving and using a City issued PDA/phone. Employees choosing to participate in this program will be responsible for securing their own PDA/Smart Phone, and providing the applicable telephone number to the Fire Department, and to Human Resources. (See Appendix A.)

17. DENTAL INSURANCE

As soon as practicable following City Council approval of this MOU, the Unit 9B shall no longer participate in the “City reimbursement plan” for dental. Instead, the City will pay toward dental insurance premiums an amount equal to the

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

lowest cost employee only premium amount among the dental plans offered by the City. All employees shall be required to enroll in a dental plan.

18. LIFE INSURANCE

The City will pay the cost to provide each represented employee with \$40,000 of life insurance coverage.

19. UNIFORM ALLOWANCE

Effective the first full pay period following City Council adoption of this mou, the City will provide a uniform allowance of \$260 per year, payable in equal payments each pay period.

20. SAFETY AND PROTECTIVE EQUIPMENT

As soon as practicable following City Council approval off this MOU, the City shall provide to any represented employee not already possessing the following safety equipment and clothing that meets or exceeds all standards required by law consisting of:

- 2 Turnout Pants/Jackets
- 1 pair turnout Boots
- 2 pair Suspenders
- 1 Helmet
- 1 Spanner
- 2 pair Structural gloves
- 2 Hoods
- 1 Personal MSA Mask
- 1 Host Strap
- 1 Wildland Hlmet
- 1 paid wildland gloves
- 1 Nomex Jacket
- 3 pair of Nomex BDU pants
- 1 pair of wildland/confined space/rescue approved boot
- 1 pair of approved station safety boots

These programs shall be administered at the Fire Department level.

The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters.

All protective equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides the highest level of worker protection under all standards required by law.

All safety equipment remains the property of the City and shall be required to be returned on demand.