

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MUNICIPAL RELATIONS OFFICER  
OF THE CITY OF WATSONVILLE AND  
ITS FIRE MANAGEMENT UNIT**

2025-2028



Watsonville  
CALIFORNIA

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE MUNICIPAL RELATIONS OFFICER  
OF THE CITY OF WATSONVILLE AND ITS FIRE MANAGEMENT UNIT**

This Memorandum of Understanding (MOU) sets forth the agreement between the Municipal Relations Officer of the City of Watsonville (MRO) and the City's Fire Management Unit (Unit) as to all matters within the scope of representation for the employees of the City represented by the Unit. This MOU is authorized by and made pursuant to Council Resolution and Rules and Regulations adopted pursuant thereto. The MRO and the undersigned on behalf of the Unit hereby agree to jointly recommend to the City Council of the City of Watsonville that one or more Resolutions be adopted effectuating the following changes in benefits and other terms and conditions of employment for all the employees in the Unit.

The City hereby recognizes the Fire Management Unit as the only bargaining representative of all employees in the classification of Division Chief and Battalion Fire Chief, and others as amended into the representation unit from time to time under existing law.

This MOU shall become effective July 1, 2025, and shall terminate on June 30, 2028.

All benefits in effect on the date set forth below and not modified by this MOU shall remain in effect for the term of this MOU, except as provided herein.

**1.0 COMPENSATION**

**1.1 Salary Adjustment**

Year One:

Effective the first full pay period after September 1, 2025 upon ratification and approval by City Council, each step in the salary range for all employees shall be increased by a 3.0% cost of living increase.

Year Two:

Effective in the first full pay period after July 1, 2026, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.

Year Three:

Effective in the first full pay period after July 1, 2027, each step in the salary range for all employees shall be increased by 3.0% cost of living increase.

**1.2 Administrative Leave**

1.2.1 Exempt Employees assigned to a 40 hour work week shall receive Administrative Leave of 13.5 days (108 hours) per year beginning July 1st. Unused Administrative Leave as of June 30 shall be paid off at the regular rate of pay the succeeding month.

- 1.2.2 Employer shall pro-rate Administrative Leave up to a maximum of 9 hours per month for new hires and for every month during the fiscal year for which an employee was employed before termination of City service.

### **1.3 Overtime Pay**

Not notwithstanding that Division Chiefs are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Division Chiefs are eligible for overtime compensation. Such overtime eligibility shall cease when the City Manager determines that the disaster response has ended.

Battalion Chiefs assigned to platoon duty on a 56 hour schedule are not exempt from the FLSA and upon approval from the Chief may incur overtime.

### **1.4 Call Back**

Employees who are recalled to duty shall be entitled to a minimum of two (2) hours overtime compensation. Employees held over from a duty shift shall not be entitled to the two (2) hour recall minimum, but shall be entitled to regular overtime compensation.

### **1.5 Auto Policy**

- 1.5.1 Chief Officers will be provided with a department vehicle with code three capabilities to utilize during the scope of their duties.
- 1.5.2 When a department marked or a code three vehicle is not required, chief officers may utilize a personal vehicle upon approval by the Chief. Appropriate functions not requiring a department vehicle would be for attending meetings, training or other similar events. Mileage reimbursement for Unit employees shall be at the Federal IRS allowable reimbursement rate.

### **1.6 Uniform Allowance**

Uniform allowance shall be -Seven Hundred (\$700.00) Dollars per year for public safety members of the Management Unit for the purchase and maintenance of required uniform items and footwear. The City will reimburse, upon receipt, employees up to \$250 every other year for the purchase of station boots that comply with department safety standards.

## 1.7 **Bilingual Pay**

### 1.7.1 Eligibility for Level I Written and/or Conversational Premium Pay:

In order to receive Level I Written and/or Conversational Bilingual Premium Pay employees proficient in the Spanish language must meet the following criteria:

- (a) The employee must pass the City's bilingual competency test as administered by the Human Resources Department on an annual basis to maintain the premium pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the Department Head. Annual basis refers to fiscal year; and
- (b) The employee is required to serve as an oral interpreter and provide basic written translations on a regular and on-going basis, as certified by the Department Head

### 1.7.2 Level I Written and Conversational Premium Pay:

- (a) For employees hired after November 1, 2006 the City shall pay a stipend of \$250/month, pro-rated for part time employees.
- (b) Employees eligible for Level I Premium Pay before November 1, 2006 shall receive premium pay equal to five percent (5%) of his/her base salary as of November 1, 2006, with the premium rounded to the nearest dollar, and exclusive of any retroactive wage increases provided under this agreement. A list of each employee's premium pay under this section will be provided to the Unit. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

### 1.7.3 Level I Conversational Only Premium Pay:

- (a) For employees who become eligible and receive Level I Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part-time, regular employees.
- (b) Employees currently receiving Level I Written and Conversational Bilingual Premium Pay pursuant to Section 1.8.2 shall continue to receive the premium pay.

#### 1.7.4 Level II Bilingual Translator Premium Pay:

In addition to the Level I stipend for Written and Conversational bilingual competency the City will designate a limited number of staff as Level II Bilingual Translators. Such Level II Bilingual Translators shall perform written translations that are viewed by a large audience of City residents (i.e. City mailers, City Council minutes, inserts in City utility bills, etc.). Level II Bilingual Translators must meet all requirements under Level I prior to applying for Level II consideration.

- (a) Qualified Level II Translators shall receive the Level I stipend as outlined in 1.8.2 (b) and an additional \$100/month.
- (b) To evidence competency as a Level II Translator, employees must pass a skills-based test administered by the City to demonstrate competency in written translation.

### 1.8 Educational Incentive Pay

- 1.8.1 An employee who earns a BA/BS degree from an accredited college shall receive education incentive equal to three percent (3.0%) of that employee's base salary. Compensation will begin in the first full pay period after verification is received by Human Resources.
- 1.8.2 An employee who successfully completes all of the educational requirements for the Fire Officer's series identified in the California Fire Service Training and Education System (SFSTES) through the Office of the California State Fire Marshal shall receive education incentive equal to three percent (3%) of that employee's base salary in the first full pay period after verification is received by Human Resources.
- 1.8.3 An employee who successfully completes all of the educational requirements for the Chief Fire Officer's series identified in the California Fire Service Training and Education System (SFSTES) through the Office of the California State Fire Marshal shall receive education incentive equal to one and one half (1.5%) of that employee's base salary in the first full pay period after verification is received by Human Resources.
- 1.8.4 Employees obtaining and maintaining Hazardous Materials Incident Commander certification shall receive 2.5% certification pay.

Employees obtaining and maintaining Hazardous Materials Incident Commander certification shall receive an additional 2.5% certification pay for a total of 5%.

## **1.9 Deferred Compensation**

Employees may participate in the Deferred Compensation Plan currently. Employees must contribute to a deferred compensation plan in order to receive the following matching City contributions. The City will match contributions of up to \$50 per paycheck to the deferred compensation plan offered by the City effective in the first full pay period after ratification by Unit and approval of City Council.

## **2.0 RETIREMENT**

### **2.1 Tier 1: Retirement Plan for Employees hired on or before June 30, 2011**

The City shall provide the following California Public Employees' Retirement System ("CalPERS") retirement plan for employees hired on or before June 30, 2011:

- (a) 3% at 50 formula
- (b) Final compensation based on the single highest year
- (c) 1959 Survivor Benefits with 25% increase
- (d) Government Code 21222.1 funded to May 31, 1983
- (e) Government Code 21222.2
- (f) Military service credit
- (g) Credit for Unused Sick Leave Option

### **2.2 Tier 2: Retirement Plan Employees hired on or after July 1, 2011**

The City shall provide the following CalPERS retirement plan for employees hired between July 1, 2011 and December 31, 2012 and for Classic members as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, hired after July 1, 2011 the retirement formula shall be:

- (a) 3% at 55 formula
- (b) Final compensation based the average of the highest wages earned in any consecutive 3-year period
- (c) 1959 Survivor Benefits with 25% increase
- (d) Employee paid additional Military service credit
- (e) Credit for Unused Sick Leave Option

Tier 3: For new employees hired on or after January 1, 2013, the defined benefit retirement formula for all “new employees” in the Public Safety member classification, as defined in the California Public Employees’ Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is:

- (a) 2.7% at 57 formula
- (b) final compensation based on the average of the highest wages earned in any consecutive 3-year period.
- (c) 1959 Survivor Benefits with 25% increase
- (d) Employee paid additional Military service credit
- (e) Credit for Unused Sick Leave Option

2.3 Retirement Tax Deferment

The City shall maintain the IRS Section 414h(2) provision allowing employees to make the employee retirement contributions with pretax (tax deferred) dollars.

2.4 CalPERS Employee Contributions

Tier 1 and 2: Employees in the Tier 1 and Tier 2 CalPERS retirement plans shall Contribute 9% toward the cost of their retirement plan. Effective the first full pay period after July 1, 2024, employees will contribute an additional 3% toward the employer cost of their retirement plan, for a total contribution of 12%.

Tier 3: In accordance with PEPRA, the City may not “pick up” any portion of the required member contributions of employees who meet PEPRA’s “new” member definition (Tier 3 employees). All employees in the Tier 3 retirement plan shall pay 12% or one half of the normal cost of the benefit, whichever is greater. If one half of the normal cost of the Tier 3 benefit increases, the Tier 3 employees’ retirement contribution shall also immediately increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 decreases, the Tier 3 employees’ retirement contribution shall remain at 12% and any difference between 12% and half the normal cost shall be considered an employee “pick up” of the employer contribution.

2.5 Retiree Medical Trust

2.5.1 The City acknowledges that the Unit has entered into an agreement with the IAFF Medical Expense Reimbursement Plan of the WSCFF Employee Benefit Trust (hereafter, the “Trust”).

- 2.5.2 DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS. Employees receiving contributions to the Trust, as set forth below, consists of all employees of the City represented by the Unit.
- 2.5.3 EMPLOYEE CONTRIBUTION AMOUNT. The City and the Unit agree that the City shall withhold a mandatory contribution of \$46.16 per pay period on a pre-tax basis from the pay of every employee of the Defined Class who is a member of the Unit and shall transmit such contributions to the Trust pursuant to the requirements in Section 2.5.4 below. No employee shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash. When a member is in a non-pay status for an entire pay period, the City will not deduct any contribution to cover that pay period from any future earnings nor will the member deposit with the City the amount that would have been withheld if the member had been in a pay status during that period. When an employee is in a non-pay status during only a part of the pay period and the employee's wages are not sufficient to cover the full contribution amount, the City will not deduct any contribution to cover that pay-period.
- 2.5.4 REMITTANCE OF CONTRIBUTIONS. The City shall remit the above contributions directly to the Trust for the duration of the Memorandum of Understanding. Those contributions shall be remitted per pay period, in one aggregate [*ACH transfer or wire*] directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth herein.

- 2.5.5 REPORTING TO TRUST OFFICE. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The City shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust. The City is not responsible for highlighting new hires, resignations, or updated information.

- 2.5.6 MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS. The City and the Unit agree that the Unit has the right, subject to approval of its members

according to the Unit's internal rules, to prospectively modify the amount of the mandatory employee contribution (Section 2.5.3) provided that the contribution amount does not exceed the monthly Employee Contribution Amount made by the employees of City represented by the International Association of Fire Fighters, Local 1272 and so long as the modification is mandatory for all employees in the Defined Class.

City agrees to withhold any approved increase in employee contributions equally divided among pay periods. City will implement changes in the first full pay period after written notification is received.

- 2.5.7 The City shall not incur or be liable for any cost or contributions associated with the Trust. The City will only administer payroll deductions toward a qualifying employee benefit plan under the Internal Revenue Code. The City may cease payroll deductions toward the Trust if the City incurred a fee, anticipates incurring a fee, or believes the payroll deductions will expose the City to legal claims or liabilities, provided however, that the City shall provide advance notice to the Unit of the intent to cease payroll deductions and allow the Unit a reasonable opportunity to discuss and/or absorb any costs to the City.
- 2.5.8 The Unit shall indemnify, defend and hold harmless the City from any claim, complaint, assessment, penalty or damages asserted by any person or entity, including any state or federal authority, arising out of Unit participation in the Trust, including but not limited to fines, fees, or penalties issued by state or federal taxing authority against the City due to employee payroll deductions or compensation payouts that are directed to the Trust.

## 3.0 INSURANCE

### 3.1 Health Insurance

- 3.1.1 The City shall maintain in effect current health insurance coverages for all full-time Unit employees in the competitive and general services.
- 3.1.2 The City shall contribute the following monthly amounts towards health insurance coverage for full time employees as of January 1, 2025.

Per employee	<b><u>\$1,437.50</u></b>
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- 3.1.3 If plan contribution increases are necessary for the 2026, 2027 and 2028 plan years, the City and Employees contribution shall be shared equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above \$45/month cap are subject to meet and confer process

Should insurance plan changes result in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.

- 3.1.4 Regular part-time employees will be fully covered at the employee only level at the City's expense. The employee shall have the option of covering additional dependents at their own expense. This shall be determined by utilizing the three tier rate which the City has established for the COBRA and other purposes (less any surcharges). To cover one (1) dependent, the employee will pay the difference between the employee only rate and the employee plus one rate. To cover the family, the employee will pay the difference between the employee only rate and the full family rate under the three tiers.

The decision to cover family members shall be made during a one time election when this provision becomes effective. Thereafter, employees may only add or delete family members in accordance with plan rules.

- 3.1.5 For any member of the Unit who uses all leave due to illness or injury, which is not a Workers' Compensation claim, the City shall maintain the health insurance coverage and pay the premium on behalf of the member for an additional thirty (30) days.
- 3.1.6 The City and the employees agree to jointly participate in the City Employees Health Committee (CEHC) as outlined in the bylaws dated July 1992.

## **3.2 Excess Disability Insurance**

- 3.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State law. This does not supersede Workers' Compensation laws relating to Public Safety employees.
- 3.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.
- 3.2.3 The employee may also receive \$50.00 per week extra disability coverage in lieu of accrued sick leave pay.

- 3.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
- 3.2.5 It shall be the responsibility of the employee to notify the Finance Department within three (3) days of the injury or illness if the extra coverage option described in Section 3.2.3 above is to be implemented.
- 3.2.6 Absent notification to the contrary, the Finance Department will automatically apply accrued sick leave with the established Workers' Compensation amount to equal the employee's gross pay.
- 3.2.7 The \$50.00/week excess coverage shall not apply until the seventh (7th) calendar day following injury or illness event.

### **3.3 Long Term Disability Insurance**

The City shall continue paying the Long Term Disability Insurance premium for the Unit members for the term of the agreement.

### **3.4 Life Insurance**

Life insurance coverage is Fifty (\$50,000) Thousand Dollars for all Unit employees and Two Thousand (\$2,000) Dollars per dependents.

## **4.0 LEAVES**

### **4.1 Vacation Leave for 40 hour employees**

1st year	12 days
2nd year	13 days
3rd year	14 days
4th year	15 days
5 - 10 years	16 days
11+ years	20 days

### **Vacation Leave for 56 hour employees**

0-4 years of service	- 5 shifts per year
5-9 years of service	- 6 shifts per year
10-14 years of service	- 8 shifts per year
15-19 years of service	- 10 shifts per year
20 or more years of service	- 12 shifts per year

All shift employees may select as many shifts as granted in the employee annual accrual or up to eight (8), whichever is greater. Up to ten (10) of these shifts will

be guaranteed, if selected as an original pick. Any vacations selected above the ten (10) shifts are tentative and could be cancelled if operationally unfeasible, as determined by the Chief.

Employees on a 56 hour shift schedule may cash out annually in the last pay period in March the equivalent of up to 5 shifts of vacation. Employee must provide notice to payroll a minimum of 10 days prior to pay date.

4.1.1 After one year of service, each employee will be expected to take during each year the vacation to which he/she is entitled. When an employee's vacation balance reaches two times their annual vacation accrual, the employee will not accrue vacation until the vacation balance is below the accrual maximum. If an employee is denied requested vacation due to the needs of the City, the department must send a memo explaining the situation for consideration by the City Manager prior to the employee reaching the maximum accrual. Only the City Manager may grant temporary exceptions to this section in extraordinary circumstances.

## 4.2 Holidays

Employees assigned to a 40 hour workweek shall receive paid time off for city holidays. Employees assigned to a platoon schedule shall not receive paid time off for holidays. There shall be fourteen (14) holidays per year as specified below:

- January 1 (New Year's Day)
- January 21 (Martin Luther King Day)
- Lincoln's Birthday (Floating holiday)
- Third Monday in February (Washington's Birthday)
- March 31 (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- July Fourth
- First Monday in September (Labor Day)
- November 11 (Veterans Day)
- Thanksgiving Day
- Friday following Thanksgiving (in lieu of Election Day)
- December 24 (in lieu of Admission Day)
- December 25 (Christmas Day)
- December 31

Recognized holidays which fall on Saturday shall be observed on the preceding scheduled work day. Recognized holidays which fall on a Sunday shall be observed on the following scheduled work day.

There will be one (1) floating vacation day credited to each employee on Lincoln's Birthday, which may be taken pursuant to the City's leave regulations.

4.2.1 In-lieu holiday compensation shall be paid to Battalion Chiefs assigned to a 56 hour schedule at the rate equivalent to 8.0% of their base pay. This in-lieu holiday pay meets the definition of special compensation defined in Cal. Code of Regs., Title 2, Section 571, and shall be incorporated in to the unit member's compensation reported to CalPERS for retirement purposes. In the event CalPERS modifies its regulation, the parties agree to meet and negotiate through the collective bargaining process to amend this language.

### **4.3 Sick Leave**

4.3.1 Employees not assigned to a platoon schedule shall accrue sick leave in the amount of ten (10) hours per month of service. Sick leave is payable per City Personnel Rules and Regulations. Sick leave is payable per City Personnel Rules and Regulations.

4.3.2 Employees assigned to a platoon schedule shall accrue sick leave in the amount of fifteen (15) hours per month of service.

4.3.3 Employees will receive and be subject to the maximum accumulation of unused sick leave of 1,500 hours. Sick leave accumulated in excess of 1,500 hours shall be paid at the rate of 50% of such excess at the end of each calendar year. The balance of such unused sick leave is lost and the sick leave accrual is thereby reduced to 1,500 hours on January 1 of each year. Unused sick leave may not be used to delay the date of an employee's disability retirement.

### **5.0 LONGEVITY**

Effective the first full pay period after ratification by Unit and approval by City Council, any employee with at least 10 years as a regular, benefitfitted Watsonville employee shall receive a two percent (2%) Longevity Pay Premium. Any employee with at least 20 years as a regular, benefitfitted Watsonville employee shall receive an additional two and one-half percent (2.5%) Longevity Pay Premium. Longevity pay will become effective the first full pay period after ratification on the MOU by both the Unit and the City Council.

### **6.0 SCHEDULE**

Employees assigned to either a 40hr/56hr schedule will remain on their assigned schedule unless mutually agreed upon between the Fire Chief and the employee. A 40 hour schedule is defined as 5/8 hour days or 4/10 hour days. A 56 hour schedule is

defined as regular platoon duty and assigned to a respective shift following 48 hours on duty and 96 hours off duty (48/96). Battalion Chiefs assigned to a shift will remain on that shift respectfully unless mutually agreed upon between the Fire Chief and the employee.

## **7.0 DUTY COVERAGE**

The City and the Fire Management Group agree to continue discussions regarding the expectations and potential compensation for the duty coverage required of the Division Chief position with the goal of reaching mutual agreement.

## **8.0 MISCELLANEOUS**

The Personnel Rules and Regulations of the City of Watsonville are not altered, changed or modified by this MOU unless a specific reference is made herein. In the event there is a conflict between the Personnel Rules and Regulations, Fire Department Orders or other City Policies and the MOU, the MOU will supersede.

## **9.0 401 (A)(H) HEALTH SAVINGS**

1. The City offers a 401 (a)(h) deferred compensation plan to all bargaining unit employees.
2. The City and Union have selected the third party administrator and will retain the right to meet and confer on any changes in the third party administrator during the life of the 401(a)(h) plan.
3. Annual contributions shall be equal to 72 hours of sick leave for employees with a balance in their sick leave account of at least 360 hours at the end of the first full pay period in December, which the City shall transmit to the third-party administrator ***prior*** to January 1 for the preceding year.

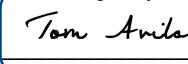
If the employee's sick leave balance falls below 360 hours by the first full pay period after December 1<sup>st</sup>, then the 72-hour credit shall not be applied for that year.

## 10.0 ENACTMENT

This MOU shall become effective upon ratification by the City Council of the City of Watsonville, and shall remain in full force and effect until June 30, 2028, or until a new MOU has been executed

### ***MANAGEMENT UNIT***

Date: 9/17/2025 | 3:16 PM PDT

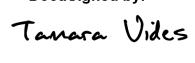
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Tom Avila  
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Tom Avila, Unit Representative

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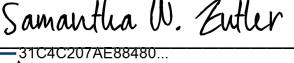
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Chris Kramer, Unit Representative

### ***CITY OF WATSONVILLE***

Date: 10/4/2025 | 1:02 PM PDT

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Tamara Vides  
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Tamara Vides, City Manager

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DocuSigned by:  
  
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Samantha W. Butler  
City Attorney

Date: 10/6/2025 | 10:11 AM PDT

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Irwin I. Ortiz  
City Clerk