

MEMORANDUM OF UNDERSTANDING

between the

CITY OF SANTA FE SPRINGS

and the

SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION, Inc.
AFL-CIO Local 3507

July 1, 2024— June 30, 2027

Table of Contents

Preamble	1
Article I. Recognition and Rights	1
Section 1. Representation and Duration	1
Section 2. Recognition	1
Section 3. Release Time	1
Section 4. Labor Relations Committee	2
Section 5. Bulletin Board Space	2
Section 6. Employee Orientation/Employee Information	2
Section 7. Association Dues Deduction	2
Article II. Management Rights	3
Section 1. General Provision	3
Section 2. Disciplinary Action and Employment Separations	3
Section 3. Re-Opener	4
Section 4. Waiver	4
Article III. Work Period, Hours and Staffing	4
Section 1. Work Period - 24 Hour Shift Schedule	4
Section 2. Work Period - Not on 24 Hour Shift Schedule	5
Section 3. Work Schedule – Suppression Employees	5
Section 4. Suppression Staffing	5
Section 5. Station and Shift Transfer and Bid System	5
Section 6. Modified Duty	7
Article IV. Wages and Compensation	7
Section 1. Pay Plan	7
Section 2. Wages	8
Section 3. Implementation of the Classification & Compensation Study	8
Section 4. Educational Pay	9
1. Fire Safety Unit & Chief Officer’s Unit (Non-Environmental)	9
2. Chief Officer’s Unit	9
A. Master’s Degree Incentive:	9
3. Urban Search and Rescue (US&R) Stipend	9
Section 5. Special Assignment Pay	9
1. Urban Search and Rescue Program Coordinator Stipend	9
2. Hazardous Materials Specialist Stipend	9
3. Hazardous Materials Program Coordinator Stipend	10
4. Bilingual	10
5. Self Contained Breathing Apparatus (SCBA) Testing and Maintenance	10
6. Administrative Captain	10
7. Emergency Medical Services Coordinator	11
8. Underground Storage Tank UST Inspections	11
9. Fire Investigator	11
Section 6. Incentive Pay	11
1. Paramedic Pay Rate	11
2. Acting Pay - Time Exchanges	12
3. Excellence in Performance Pay	12

4.	Longevity Pay	12
5.	Temporary Pay	12
6.	Standby Compensation	13
Section 7.	Overtime Compensation	13
Section 8.	Time Exchanges.....	13
Section 9.	Call Back Compensation.....	14
Section 10.	Deferred Compensation Program	14
Section 11.	Cost of Living Data.....	14
Article V.	Retirement Benefits.....	14
Section 1.	For Fire Safety, Environmental and Chief Officer's Unit employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 3% @ age 50 retirement formula.....	15
Section 2.	For Fire Safety, Environmental and Chief Officer's Unit employees hired between November 19, 2012 and December 31, 2012, or those that meet the CalPERS definition of Classic Members (Tier 2), the City shall provide the CalPERS 3% @ age 55 retirement formula.....	16
Section 3.	For Fire Safety, Environmental and Chief Officer's Unit employees hired on or after January 1, 2013, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).....	17
Section 4.	For Environmental Unit employees hired on or after July 1, 2020 with active CalPERS membership established prior to January 1, 2013, the City shall provide CalPERS Second Level Miscellaneous 2% @ age 55 retirement formula.....	18
Section 5.	For Environmental Unit employees hired on or after July 1, 2020, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).	18
Section 6.	Sick Leave Cash Out and Sick Leave Credit.....	19
Article VI.	Health and Other Insurance Benefits	19
Section 1.	Health Insurance	19
	Retiree Medical:.....	19
	Medical Insurance Opt-Out:	20
Section 2.	Dental Insurance	21
Section 3.	Vision Plan.....	21
Section 4.	Life Insurance	21
Section 5.	Long Term Disability Insurance	21
Section 6.	Physical Examination.....	22
Article VII.	Leave Benefits.....	22
Section 1.	Bereavement Leave.....	22
Section 2.	Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)	23
Section 3.	Flexible Leave.....	23
Section 4.	Holidays	23
Section 5.	Jury or Witness Duty	24
Section 6.	Leaves of Absence	24
Section 7.	California Kin Care Leave	24
Section 8.	Military Leave.....	24

Section 9. Sick Leave.....	24
Section 10. Vacation	25
Section 11. Critical Family Leave	28
Section 12. Leave Usage for National Marrow Donor Program (NMDP)	28
Section 13. Voluntary Vacation and Flexible Leave Time Donation.....	28
Section 14. Family School Leave	29
Article VIII. Additional Benefits	29
Section 1. Tuition Reimbursement	29
Section 2. Uniform Allowance	29
Section 3. Employee Personal Computer Purchase Plan	30
Section 4. Section 125 Program.....	30
Section 5. Employee Assistance Program	30
Article IX. Appointments, Promotions and Acting Assignments	30
Section 1. Appointment – Probationary Status.....	30
Section 2. Promotional Appointments	30
Section 3. Promotion of Firefighter/Paramedic to Engineer.....	31
Section 4. Acting Assignments	31
Section 5. Temporary and Conditional Appointments	32
Section 6. Promotions – Educational Requirements.....	32
Section 7. Appointment – Due to Disability.....	33
Section 8. Veteran’s Preference	33
Section 9. Eligibility Lists – Certification	33
Article X. Employment Policies	34
Section 1. Alcohol and Drugs	34
Section 2. Electronic Media.....	34
Section 3. Harassment, Discrimination and Retaliation	34
Section 4. Workplace Safety/Security	35
Section 5. Workplace Safety, Security, Inspection and Access.....	35
Section 6. Tuberculosis (TB) Testing.....	36
Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations	36
Section 8. Additional Employment.....	36
Section 9. Gambling.....	36
Section 10. Gifts and Gratuities	36
Section 11. Use of City Vehicles	36
Section 12. No Smoking in City Vehicles	37
Section 13. Use of Personal Vehicles	37
Section 14. Bids for City Jobs.....	37
Section 15. Political Activities of Employees.....	37
Article XI. Working Conditions	37
Section 1. Injury and Illness Prevention Program	37
Section 2. Training.....	39
Article XII. Layoff and Reductions in Force.....	39
Section 1. Layoff and Reductions in Force.....	39
Section 2. Seniority and Bumping Rights.....	39
Section 3. Layoffs – Call-backs	40
Article XIII. Appeal and Grievance Rights and Procedures	40

Section 1. Appeal Process.....	40
Section 2. Informal Hearing Procedure	40
Section 3. Formal Hearing Procedure:.....	41
Article XIV. Other Legal Clauses.....	44
Section 1. Non-discrimination	44
Section 2. Severability	45
Section 3. Strikes, Work Stoppages and Slowdowns	45
Section 4. Applicability of Memorandum of Understanding.....	45
Section 5. Acknowledgement	45
Section 6. Ratification and Execution.....	46
 APPENDIX	
Job Titles	A
Alcohol and Drug Abuse Policy.....	B
Electronic Media Policy.....	C
Harassment Policy.....	D
Injury and Illness Prevention Program Policy Statement.....	E
Military Leave Policy.....	F
Workplace Violence/Security Policy.....	G

Preamble

It is the purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City and its representatives and the local fire employees covered under this MOU and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment of the employees covered under this MOU, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

Article I. **Recognition and Rights**

Section 1. Representation and Duration

This MOU is between the City of Santa Fe Springs (City or Employer) and the Santa Fe Springs Firemen's Association, Inc. affiliated with the International Association of Firefighters and recognized therewith as Santa Fe Springs Firefighters Union Local 3507 (hereinafter referred to as the Association) representing Fire Safety Unit, Environmental and Chief Officers Unit/Fire Management (Fire Chief & Battalion Chiefs)

The term of this MOU agreement shall be effective July 1, 2024 through June 30, 2027, and for the duration of any agreed upon extension.

Section 2. Recognition

Pursuant to the provisions of City Council Resolution No. 3005, the City recognizes the Association as the exclusive bargaining representative with regards to the meet and confer process relating to wages, hours, and other terms and conditions of employment contained in this MOU. The job titles represented by the Association are those identified in Appendix A. The City shall recognize its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500, et.seq.

Section 3. Release Time

During periods of formal labor negotiations between the Association and City, Association negotiation team members who are on-duty shall be taken out of a response mode to the extent possible. Association Board members will be granted reasonable time-off without loss of pay but for not more than two consecutive 24-hour shifts at any one time, and limited to not more than five Board members at any one time, to attend but not exclusively limited to legislative and employer-employee relations conferences. Approval by the Fire Chief and City Manager for release time requests of this nature beyond two meetings per year is needed. The Association will use its best-faith efforts to keep the frequency and number of members attending to a reasonable level. The Association will always work with department management to ensure that the release time requested is properly scheduled to avoid undue hardship to the operations of the department. All expenses associated with such release time will be borne by the Association unless otherwise permitted by the City. (PPPM 6-1.3, 05-06 MOU)

Section 4. Labor Relations Committee

A Labor Relations Committee composed of two City representatives, two Association representatives and the Fire Chief or their designee may meet at a mutually agreed upon frequency to discuss workplace issues regarding wages, hours and working conditions, or special projects related to those areas. When beneficial, the committee may consult with outside individuals with specific knowledge on the topic of discussion. (PPPM 7-9.)

Section 5. Bulletin Board Space

The Association will be permitted to maintain at each station and in an area accessible for all represented employees adequate bulletin board space suitable for the display of Association business.

Section 6. Employee Orientation/Employee Information

Pursuant to Government Code §3358 and in compliance therewith, the City will notify the Association's President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Association President with the new employee's name, job title, department, work location, work email, and work phone numbers. No other information from the City is being requested by the Association even though the Association may be entitled to such additional information under law. The Association reserves the right to request more frequent represented employee information as required.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Association shall be permitted one (1) hour for each orientation session to privately talk to new bargaining unit members to explain the rights and benefits under the MOU.

The City will provide the Association President a quarterly list of all employees in the represented bargaining unit, including the employee's name, job title, department, work location, work email, and work phone number.

Section 7. Association Dues Deduction

The City shall deduct from each paycheck of unit employees the regular [periodic] membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association. Such deductions shall be made only when the Association member's earning for a pay period are sufficient after other legally required deductions are made. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

The City shall remit the total amount of deductions to the Association within thirty (30) days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of fifteen (15) days prior to change to accommodate changes to payroll.

The Association shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Article II. **Management Rights**

Section 1. General Provision

The exclusive rights of the City include, but are not limited to, the right to determine the mission of its constituent departments, divisions, or commissions and boards; set standards of service and municipal fees and charges; determine the procedures and standards of selection for employment, assignment, transfer, and promotions; direct its employees; take disciplinary actions; relieve its employees from duty for legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work. The City is in no way precluded from seeking alternative ways of providing fire service if the City Council deems it is in the City's best interest to do so including, but not limited to, entry into the Los Angeles County Fire Protection District, consolidation with one or more municipal fire departments, and the possible closure of or combination of one or more fire stations.

The parties recognize that there are existing ordinances, resolutions, and policies relating to benefits and other conditions of employment and the same are not affected by this Agreement except as provided herein. The City agrees not to reduce or abridge the level of supplemental benefits currently available to all safety employees during the term of this Agreement without mutual consent.

The parties hereto recognize that the City shall and will retain the exclusive right to manage and direct the performance of City services and work force performing such services. The City and Association agree that nothing in this Memorandum of Understanding shall in any way abridge, restrict or modify the rights and prerogatives of the City as set forth in Section 6 of Resolution No. 3005 of the Santa Fe Springs City Council and such section is hereby incorporated by this reference and made part hereof as though set forth in full. (*Resolution No. 3005, PPPM 7-1 and 7-2*)

Section 2. Disciplinary Action and Employment Separations

An employee may be suspended, demoted, or dismissed whenever the employee's work or conduct so warrants. Any such action shall be in accordance with the procedures as set forth in the Personnel Resolution. Whenever employee performance falls below the required level or when an employee's

conduct falls under one of the causes for action listed in the Personnel Resolution, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated. In situations where oral warning has not resulted in the correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel file. When other forms of disciplinary action have proved ineffective, or where the seriousness of the offense or condition warrants, the Fire Chief may reduce pay, transfer, demote or dismiss the employee for any cause listed in the Personnel Resolution No. 5969. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

Suspensions - In those cases where one or more written reprimands have not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee not on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. A safety employee on a 24 hour shift schedule may be suspended without pay by the Fire Chief for each offense for any cause listed in the Personnel Resolution. (*Res. #5969, XI.1; PPPM 5-13.1, PPPM 11-3.1*)

Section 3. Re-Opener

If state or federal law is adopted or documented evidence indicates a significant change in the City's financial conditions which adversely affects the City's capability to meet the terms of this agreement, any part or the total agreement can be open to the meet and confer process during the term of this agreement.

Section 4. Waiver

Except as provided herein, the Association hereby expressly waives any right to request any improvements or changes in salaries, benefits or other terms and conditions of employment for the employees represented by the Association which would take effect prior to July 1, 2020, and the City of Santa Fe Springs, through its representatives, shall not be required to meet and confer as to any such request.

Article III. **Work Period, Hours and Staffing**

Section 1. Work Period - 24 Hour Shift Schedule

The work period for Firefighters, Engineers and Captains on a 24 hour shift schedule shall be 24 consecutive 24 hour days commencing at 7:31 a.m. on the first day and ending at 7:30 a.m. on the 24th day. Safety employees not on a 24 hour shift schedule will work a seven day work cycle, commencing on Monday at 12:01 a.m. and ending the following Sunday at midnight. (*Res. # 5969, IX.1; 87-88, 88-89, 92-93, 01-02 MOU; PPPM 6-1.1*)

Section 2. Work Period - Not on 24 Hour Shift Schedule

The traditional work period is a seven day work cycle beginning on Monday at 12:01 a.m. and ending on the following Sunday at midnight. Upon the authorization of the Fire Chief, employees may work a traditional 5/40, 4/10 or 9/80 work period. For employees working the alternative work schedule known as the 9/80, each such employee's work week shall begin and end four hours into the eight hour work day which the employee works in alternating weeks. Regularly scheduled hours within the 7 day work period shall be comprised of 40 hours. (*Res. # 5969, IX.1 and IX.2; 87-88, 88-89, 92-93, 04-05 MOU; PPPM 6-1.1*)

Section 3. Work Schedule – Suppression Employees

The work schedule for fire suppression employees will be a 48/96 work schedule whereby each employee will work two consecutive 24 hour shifts, or 48 straight hours, followed by four consecutive 24 hour days, or 96 hours, off from work. No employee shall work more than 120 consecutive hours without consent from the Fire Chief. Strike team deployment is exempt from this provision. Any employee who works 120 consecutive hours shall be required to take off at least 24 consecutive hours before being allowed to return to work. The Fire Chief and/or Assistant Fire Chief reserves the prerogative to determine, at their discretion, whether an employee has become so fatigued or otherwise unable to perform the functions of their job. If it is determined that an employee has become so fatigued or unable to perform their duties, the Chief shall have the prerogative to relieve the employee from further duty and send them home on unpaid status. The employee may use accrued and unused vacation or flexible leave to cover the remaining portion of the scheduled shift if qualified relief is available to work.

Section 4. Suppression Staffing

The minimum level of staffing will be 15 fire personnel per shift. This will consist of one Battalion Chief, four Captains, four Engineers, two Firefighter/Paramedics and four Firefighters per shift.

Section 5. Station and Shift Transfer and Bid System

The following Station and Shift Transfer and Bid System will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs at the discretion of the Fire Chief.

Transfers may be initiated in two ways:

- Employee Requested
- Department Initiated

Employee Requested Transfers

A. Open Position Transfer:

- When a station and shift assignment has been vacated by annual bids, promotion, termination, retirement or severance of employment, it may be filled through the open position transfer process.
- Notice of vacancies shall be posted on Fire Department bulletin boards and department e-mail.
- Any employee desiring to fill a vacant position must submit a written request to the Administrative Battalion Chief within seven (7) calendar days of posting of the vacancy.
- If more than one employee requests to be transferred to an open position, consecutive seniority in current rank shall be the determining factor.
- The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting of the vacancy.
- An employee desiring a transfer to a vacant position that has been vacated for an extended period of time will submit their request to the Administrative Battalion Chief and follow the above procedures in filling the vacancy.
- If a position becomes available for an unknown extended period of time, an employee may temporarily request to transfer to the open position. When the employee creating the vacancy returns to his original assignment, the employee that moved to the temporary vacancy will return to any open available position. This employee will not have the option of returning to his original assignment prior to the temporary transfer if it has already been filled by another employee.
- The Fire Chief shall have the prerogative to either grant or deny a request for transfer.

B. Mutual Agreement Transfers:

- Employees of equal rank may request to switch or exchange their current assignments between themselves.
- Requests for transfers shall be submitted, in writing, through chain of command to the Administrative Battalion Chief.
- The Fire Chief shall have the prerogative to either grant or deny the request. The request, approved or denied, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

C. Annual Station and Shift Transfer and Bids:

The bidding process of the Station and Shift Transfer and Bid System will take place annually. Bidding will commence the Monday following the Thanksgiving holiday. Station and shift selection shall be open for bid according to the following:

- All classifications shall have the option of bidding for transfer to be effective in January of each year. The Captains will bid first followed by Engineers and then Firefighters. The most senior member of that rank will have first bid.
- The Fire Chief shall have the prerogative to approve or deny such requests. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.

- Upon the conclusion of the annual selection process, the senior Firefighter/Paramedic for each shift may select a remaining open position for the shift's third Firefighter/Paramedic to rotate to when not assigned to Station Four. Truck 811 is not an open selection for the Firefighter/Paramedic position.

Department-Initiated Transfers: The Department reserves the right to initiate transfer of personnel to meet the needs of the organization, taking into consideration concerns of employees. The decision to transfer, or the denial of a request to transfer, pursuant to all types of transfers mentioned herein shall not be subject to the grievance procedure or appeal process.

Section 6. Modified Duty

If the industrial medical provider recommends modified duty on the same date an injury occurs, and with approval from the Fire Chief, the employee will report to Headquarters and work the remainder of the day, until 5:00 p.m., in a modified duty capacity. If the following day is the employee's regularly scheduled shift, the employee will report to Headquarters and work 8:00 a.m. – 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee will be required to report to Headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday through Friday, 8:00 a.m. to 5:00 p.m. A request to work a 4/10 work schedule or another schedule (including a 24 hour shift) to be approved by the Fire Chief at their sole discretion until the industrial medical provider returns the employee to regular duty. Safety employees shall not be assigned to another department unless both City and employee concur. For non-shift light duty assignments, seven days written notice of duties and restrictions shall be provided the employee. *(PPPM 5-10.1 and 5-10.2)*

The same process shall be used to schedule modified duty for employees whose medical status change, according to the industrial medical provider, regardless of the date of the injury. If the industrial medical provider recommends a change in status, such as from "unable to return to duty" to "able to return to modified duty," and, after approval from the Fire Chief and confirmation that modified duty is available, the employee will report to headquarters on his/her regularly scheduled shift, and work 8:00 a.m. to 5:00 p.m. If, the following day will be the employee's regularly scheduled shift, the employee will report to headquarters and work 8:00 a.m. to 5:00 p.m. in a modified duty capacity. If the industrial medical provider continues to recommend modified duty that would include the employee's next work segment, the employee is required to report to headquarters and work the modified duty schedule, beginning with the employee's normally scheduled next shift and continuing on a Monday thru Friday, 8:00 a.m. to 5:00 p.m. schedule, a 4/10 work schedule or another schedule (including a 24 hour shift) to be determined by the Fire Chief at his sole discretion until the industrial medical provider returns the employee to regular duty.

Article IV. **Wages and Compensation**

Section 1. Pay Plan

All employees will be paid on a bi-weekly basis. Payroll checks will be made available to employees

on the Thursday following the completion of each bi-weekly period. In the event that a payday falls on a holiday, payroll checks may be made available on the first day preceding the holiday. Direct deposit is also available to all employees. The City will directly deposit the payroll check into the employee's savings or checking account. Funds are normally available on Friday morning. (*Res. #5969, IV.13, PPPM 2-1.1*)

Section 2. Wages

The City and the Firefighters Association agree that each classification represented by this Agreement shall receive the following Cost of Living Adjustments (COLA), with the pay schedule referenced in Appendix A.

1. Effective the pay period that includes July 1, 2024, a three percent (3%) cost of living adjustment (COLA).
2. Effective the pay period that includes July 1, 2025, a three percent (3%) cost of living adjustment (COLA).
3. Effective the pay period that includes July 1, 2026, a two percent (2%) cost of living adjustment (COLA).

Section 3. Implementation of the Classification & Compensation Study

1. Effective the pay period that includes July 1, 2024, the new 10-step pay range from the compensation study will go into effect.
2. At that time, bargaining unit members will be placed on the step within the new 10 step pay range that is closest to, but not equal or lower than, their current rate of base pay.
3. Effective the pay period that includes July 1, 2024, and after bargaining unit employees have been placed upon their new step in the 10-step pay range, the entire pay range will increase by a 3% COLA and employees' base salaries will be adjusted accordingly.
4. Based on a satisfactory performance evaluation, bargaining unit employees will be eligible to advance to the next step within the 10-step pay range, on their anniversary/promotion date.

Merit Salary Adjustment: Upon certification by the Fire Chief that the employee's performance has been satisfactory or above, an employee receiving less than the maximum rate of base pay within the assigned range for the above classifications may be given a merit salary adjustment upon approval by the City Manager. A full time employee is eligible for this merit upon completion of 6 months services each in Steps 1 and in Step 2 and 1 year service each in Steps 3 through 10 4.

Upon recommendation of the Fire Chief, the City Manager may appoint probationary Firefighters above Step 1 if they exceed minimum qualification requirements (education and experience) at time of appointment.

Fair Labor Standard Act (FLSA) special compensation included in base pay will be used in calculating other special compensation items.

Section 4. Educational Pay

1. Fire Safety Unit & Chief Officer's Unit (Non-Environmental)

- A. Employees who have received an Environmental Certificate or Bachelor's Degree from an accredited university, or completion of Chief Fire Officer coursework, shall receive an additional 3.01% of base pay.
- B. Employees who have met any two (2) of the following three criteria shall receive an additional 3.10 of base pay on top of the 3.01% above:
 - a. Environmental Certificate from an accredited university
 - b. Bachelor's Degree from an accredited university
 - c. Completion of Chief Fire Officer coursework

2. Chief Officer's Unit

A. Master's Degree Incentive:

Employees in the Fire Management Unit who have a Master's Degree from an accredited university, shall receive a 5% incentive. This incentive is a stand-alone benefit and replaces the Bachelor Degree incentive.

3. Urban Search and Rescue (US&R) Stipend

The City shall pay \$300 per month to safety employees who complete the four required core US&R courses which are Rescue Systems I and II, Confined Space Rescue and Trench Rescue. *(95-96, 05-06 MOU, PPPM 2-2.4h)*

Section 5. Special Assignment Pay

1. Urban Search and Rescue Program Coordinator Stipend

The Fire Chief may assign one suppression staff member as Urban Search and Rescue Program Coordinator with a stipend of \$200 per month.

2. Hazardous Materials Specialist Stipend

An employee qualified and certified as a Hazardous Materials Specialist will be eligible for a \$250/month stipend. When the State of California sets standards required to maintain the Hazardous Materials Specialist certification, the employee will need to meet the recertification standards to continue to be eligible for the stipend. *(94-95, 95-96, 97-98, 05-06 MOU, PPPM 2-*

2.5a)

Effective 07/01/07, the City moved the Hazardous Materials Specialist Stipend of \$250 per month as part of base salary. The Hazardous Materials Specialist Certificate requirement will be a condition of continued employment for all represented positions within 24 months of employment. The extension of the 24 month period will be at the sole discretion of the Fire Chief. (MOU 2007-10)

3. Hazardous Materials Program Coordinator Stipend

The Fire Chief may assign one suppression staff member as Hazardous Material Program Coordinator with a stipend of \$200 per month.

4. Bilingual

Bilingual pay will be paid to employees where the need to speak in another language is deemed useful by the City. To receive compensation, employees must pass a testing process as determined by the Human Resources Office. Compensation for Spanish, Chinese, Tagalog, Vietnamese and Korean is granted at the level needed for the position and as designated:

		Full-Time	Tests
Level 1	ability to speak and understand basic language	\$100/month	Oral test every 2 years
Level 2	ability to speak and understand language fluently	\$175/month	Oral test every 4 years
Level 3	ability to speak, understand, read, write and translate language fluently	\$250/month	Oral and written test every 4 years

5. Self Contained Breathing Apparatus (SCBA) Testing and Maintenance

The City shall pay \$200 per month to one safety employee with an SCBA Coordinator Certificate and \$100 per month to one safety employee with an SCBA Technician Certificate. The Fire Chief shall designate the two employees who will receive this compensation. (*CC Minutes 3-28-96, PPPM 2-2.5h*)

6. Administrative Captain

The City shall pay \$100 per month to three (3) Captains assigned by the Fire Chief to an administrative detail. The detail is limited to three individuals currently holding the rank of

Captain and who are presently or have previously been on a Battalion Chief promotional eligibility list. This requirement may be waived at the Fire Chief's discretion. Payment will be made only during the Captain's tenure as an Administrative Captain. In order to maximize the training potential provided in this assignment, the Fire Chief may rotate or reassign Captains at the Chief's sole discretion. At no time will more than three Captains serve in this capacity simultaneously. (DRP memo 3-29-96, PPPM 2-2.5j)

7. Emergency Medical Services Coordinator

The Fire Chief may assign one Emergency Medical Services (EMS) Coordinator who will receive an EMS Coordinator stipend of \$300 per month. (04-05 MOU)

8. Underground Storage Tank UST Inspections

The City shall pay \$250 stipend per month to three (3) fire safety employees assigned to the Environmental Protection Division who obtain, maintain and utilize UST Inspection certification in the scope of their employment.

9. Fire Investigator

The City shall pay \$250 per month to three (3) fire safety unit employees assigned by the Fire Chief as a Fire Investigator. Training and education requirements shall be established by the Fire Chief, subject to City Manager approval, to ensure that those receiving the stipend either meet the current California State Fire Marshal Requirements for Fire Investigator or are actively working towards meeting such requirements.

Section 6. Incentive Pay

1. Paramedic Pay Rate

The City may establish classifications with corresponding salary ranges for the following positions: Firefighter/Paramedic Trainee, Firefighter/Paramedic I and Firefighter/Paramedic II. These classifications shall be considered equivalent to the Firefighter classification in terms of rank, authority and privileges in the chain of command.

The City shall promote a safety employee who enters paramedic training as a Firefighter/Paramedic Trainee, effective the first day of school. The City shall promote a Firefighter/Paramedic Trainee to Firefighter/Paramedic I after one year of service as a certified Firefighter/Paramedic. The City shall promote a Firefighter/Paramedic I to Firefighter/Paramedic II upon recertification and completion of one year of service as a Firefighter/Paramedic I. Any Firefighter/Paramedic who does not maintain their certification will not be allowed to serve as a Firefighter/Paramedic and will be reverted back to the Firefighter classification until such time as the employee is recertified as a Paramedic.

Employees who are promoted to Fire Captain, Fire Engineer, Battalion Chief, Assistant Fire Chief or Fire Chief and maintain their Los Angeles County Paramedic Certifications shall

receive paramedic pay as a monthly stipend of \$425 per month. Those who receive the stipend will be expected to use their paramedic skills whenever necessary but most regularly when assigned to the Paramedic Assessment Unit. Failure to maintain the paramedic certification will result in the termination of the stipend. (Side Letter #3 MOU 2007-10)

Firefighter who has acquired a valid Paramedic license at his own time and expense, may be appointed as a Firefighter Paramedic Trainee at the sole discretion of the City.

2. Acting Pay - Time Exchanges

An employee working in an acting position will receive credit for acting pay when time exchanges occur with a qualified relief. If the time exchange is with someone not qualified, the employee will not receive acting pay, and another qualified relief person will move into the acting position. Time exchanges shall not cause additional acting pay. When a time exchange occurs out of rank with someone who is not qualified to act in that position on a voluntary basis, a qualified relief shall move into the acting position without receiving acting pay. It is understood that, in order to maintain a flexible time exchange policy, anyone who does not wish to work in an acting position without compensation because of time exchanges will notify their Battalion Chief and the Firefighter's Association. (1980-81 MOU, PPPM 2-2.2c)

3. Excellence in Performance Pay

The City Manager may approve a 5 ½% incentive payment to the rate of base pay to recognize excellence in performance. Continuance of pay is reviewed annually and is measured against predetermined goals and objectives. (PPPM 2-2.3)

4. Longevity Pay

Association represented employees are entitled to the following longevity increments as set forth in the table below. Longevity calculations are based on Unit Representation.

Longevity Steps	Environmental Unit;	Fire Safety Unit and Chief Officers Unit
Step 1 @ 5 years	3.00%	3.18%
Step 2 @ 8 years	6.00%	6.37%
Step 3 @ 12 years	9.18%	9.74%
Step 4 @ 16 years	12.36%	13.11%
Step 5 @ 19 years	15.73%	16.69%
Step 6 @ 22 years	19.10%	20.26%
Step 7 @ 25 years	22.67%	24.05%

5. Temporary Pay

Temporary appointments will result in a one-step pay increase for the appointee. During the period of the appointment, the appointee will receive all other pay and benefits for which the employee would be entitled in the permanent classification. No merit step increases will be

granted in the range for the temporary appointment. However, if a permanent employee receives a temporary appointment to a higher classification, e.g., permanent firefighter to temporary engineer, the employee is entitled to any step increases or supplemental benefits to which they would have been entitled in their previous classification, or to which regular appointees would otherwise be entitled. (PPPM2-2.13)

6. Standby Compensation

Environmental Unit employees required to be available on Standby for emergency service on any day that is a regularly scheduled day off for that employee (not because of any leave other than Holiday leave) will be paid \$70.00 for each day they are required to be on standby. Employee must be available for immediate response to a telephone call or a page and must report to the incident within one (1) hour. Employees who are on standby and who are called back to duty shall receive standby pay and call back pay. (80-81, 99-00, 05-07 MOU, PPPM 2-2.10a)

Section 7. Overtime Compensation

When necessary to perform essential work, the Fire Chief may require safety employees to work at any time other than during their regular working hours until such work is accomplished. Payment of overtime shall be paid at a rate of one and one half (1 1/2) the rate of pay in accordance with the Fair Labor Standards Act and shall apply to the positions of Captain, Fire Engineer, Firefighter/Paramedic and Firefighter. The maximum number of hours worked per work period paid at the regular rate shall be 182 hours. Sick leave shall be deducted from all hours worked in excess of 182 before overtime is paid for those hours. An employee may, with Department Head approval, take time off in lieu of overtime pay if it is taken in the same work period the overtime is earned. For example, if an employee works 12 hours overtime in any 24 day cycle, the employee may take 12 hours off before the end of the 24 day cycle. (77-80, 80-81, 81-82, 82-83, 87-88 MOU, PPPM 2-2.9b)

The Fire Chief and Fire Battalion Chiefs are considered exempt from the overtime provisions of the Fair Labor Standards Act. Only Battalion Chiefs who perform overtime while on duty in a suppression capacity are eligible to receive overtime compensation, which will be paid at straight time. Overtime will not be paid for any time worked by a Battalion Chief in excess of his normal schedule to attend meetings, training or travel time. (PPPM 2-2.9c). The Fire Chief is not eligible for overtime.

The parties agree to reopen the MOU during the term in order to address wage and special compensation CalPERS reporting issues which should be corrected in accordance with recommendations received from CalPERS. The corrections needed concern the reporting of base pay in the approved salary schedule separately from FLSA special compensation as part of the base for calculating other percentage-based incentives.

Section 8. Time Exchanges

In compliance with the Fair Labor Standards Act (FLSA), the trading of work time between employees shall be permitted under the following conditions:

- Traded time worked shall not be counted as additional hours worked per each 28 day work period.
- Traded time is done voluntarily by the participating safety employees.
- Traded time may be for any shift of an employee's regular work schedule.
- Traded time must be traded back within 12 months of its occurrence.
- Traded time must be approved by a superior officer as provided in the Fire Department's Rules and Regulations.
- Any additional procedures as set forth in the Fire Department's Rules and Regulations. (PPPM 6-11)

Section 9. Call Back Compensation

Employees called back to work shall receive a minimum of four (4) hours pay. If a second call back of the same employee occurs within the four (4) hours of the first call back, additional call back pay is not allowed. If the second call back occurs after four hours have elapsed since the first call back, it shall be treated as a new incident and the employee shall receive a minimum of four (4) hours pay. After three (3) hours of call back, all hours, including the first three (3) hours, will be paid at time and one-half (1 ½). Scheduled work, even though not during normal working hours, shall not qualify for call back pay. (PPPM 2-2.11)

Section 10. Deferred Compensation Program

The City's deferred compensation program is designed to provide employees with a supplemental retirement savings plan. It is established and regulated according to Internal Revenue Service (IRS) guidelines and is known as an IRS 457(b) Plan. It is a tax deferral program in which an employee may elect to defer compensation up to the amount permitted by the IRS for any particular calendar year and thereby realize an immediate tax benefit. The money is invested and available to the employee with interest after retirement. IRS "catch-up" provisions are also available under this plan.

The City will amend the eligibility provision of the current 401(a) plan ("the plan") to allow Association employees ("employees") to participate. As directed by the City, the Plan is and will be record-kept and administered by a third-party according to the Internal Revenue Service (IRS) guidelines. The City will match employee contributions at a rate of 1:1 up to a maximum of 3% of eligible compensation. The City's match to the Plan will be contributed on behalf of the employee on a biweekly basis as soon as administratively feasible. As the Plan Sponsor and Administrator, the City has the authority by law to change record-keepers and investment options at any time.

Section 11. Cost of Living Data

The parties will use the March to March Consumer Price Index issued by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area for purposes of cost of living analysis.

Article V. **Retirement Benefits**

California Public Employee's Retirement System (CalPERS) Coverage. All full-time employees covered by this MOU shall participate in the CalPERS retirement plan.

Section 1. For Fire Safety, Environmental and Chief Officer's Unit employees hired prior to November 19, 2012 (Classic Members/Tier 1), the City shall provide the CalPERS 3% @ age 50 retirement formula.

The City shall continue to provide CalPERS Classic Members with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 3% @ age 50 Formula for Local Safety Member (Government Code Section 21362.2).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Cost Share – The employee's nine percent (9%) portion of the retirement cost is paid fully by the City as "Employer Paid Member Contribution" (EPMC).
4. Employee Contribution – Full-Time employees contribute nine (9%) of their salary (cost share) on a pre-tax basis to offset the City's cost in providing enhanced retirement benefits (Government Code Section 20516(f)). If there are any changes that legally require the cost sharing to terminate, any percentage of cost sharing shall be applied towards the Employer Paid Member Contribution (EPMC).
5. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
6. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
7. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
8. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
9. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
10. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
11. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
12. Military Service Credit as a Public Service (Government Code Section 21024).
13. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
14. Military Service Credit for Retired Persons (Government Code Section 21027).
15. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days

between the member's separation date and retirement date (Government Code Section 20965).

16. Final Compensation – The average full-time monthly pay rate for the highest 12 consecutive month period (Government Code Section 20042). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
17. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
18. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
19. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 2. For Fire Safety, Environmental and Chief Officer's Unit employees hired between November 19, 2012 and December 31, 2012, or those that meet the CalPERS definition of Classic Members (Tier 2), the City shall provide the CalPERS 3% @ age 55 retirement formula.

The City shall continue to provide CalPERS Classic Members Tier 2 with retirement benefits in accordance with the existing contract with CalPERS, and all amendments to the contract, including:

1. Retirement Benefit Formula – 3% @ age 55 Formula for Local Safety Member (Government Code Section 21363.1).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Contribution – Full-time employees contribute nine (9%) of their salary on a pre-tax basis.
4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
11. Military Service Credit as a Public Service (Government Code Section 21024).
12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
13. Military Service Credit for Retired Persons (Government Code Section 21027).

14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 3. For Fire Safety, Environmental and Chief Officer's Unit employees hired on or after January 1, 2013, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).

The City shall provide CalPERS Members with retirement benefits in accordance with PEPRA, including:

1. Retirement Benefit Formula – 2.7% @ age 57 Formula for Local Safety Member (Government Code Section 7522.25(d)).
2. To be eligible for service retirement, you must be at least age 50 and have a minimum of five years of CalPERS – credited service.
3. Employee Contribution – Full-time employees pay the member contribution of fifty percent (50%) of normal cost as determined by CalPERS.
4. Pre-Retirement Death Benefit Option 2W - Eligible spouse or registered domestic partner will receive a monthly allowance equal to the amount the member would have received if member had retired under a service retirement on the date of member's death and elected Option 2W. The benefit is payable to eligible spouse or domestic partner until death. Upon the death of your spouse or domestic partner the benefit will continue to your natural or adopted unmarried children under age 18 who have never been married (Government Code 21548).
5. Pre-Retirement Death Benefits to continue after marriage of survivor (Government Code Section 21551).
6. 1959 Survivor Benefit Level 4 – provides a monthly benefit for eligible survivor(s) who are not covered by social security (Government Code Section 21574).
7. Death Benefit (Retired) – Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's survivor (Government Code Section 21620).
8. Post Retirement Survivor Allowance (Government Code Section 21624/21626).
9. Post Retirement Survivor Allowance to continue after remarriage (Government Code Section (21635).
10. Additional Service Credit of 2 years for Local Member (Government Code Section 20903).
11. Military Service Credit as a Public Service (Government Code Section 21024).
12. Military/Relocation Credit – Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).

13. Military Service Credit for Retired Persons (Government Code Section 21027).
14. Unused Sick Leave Credit – Unused sick leave will be converted to service credit at the rate of .004 year of service for each day of sick leave, provided there are less than 120 days between the member's separation date and retirement date (Government Code Section 20965).
15. Final Compensation – The average full-time monthly pay rate for the highest 36 consecutive month period (Government Code Section 20037). If service is coordinated with Social Security, member is subject to the \$133.33 reduction in final compensation.
16. 2% Annual Cost of Living Allowance Increase (Government Code Section 21329).
17. Prior Service Credit (Government Code Section 20055). Service credit payment by payroll deduction is pre-tax.
18. Public Service Credit for Periods of Layoff (Government Code Section 21022).

Section 4. For Environmental Unit employees hired on or after July 1, 2020 with active CalPERS membership established prior to January 1, 2013, the City shall provide CalPERS Second Level Miscellaneous 2% @ age 55 retirement formula.

1. Retirement Benefit Formula - 2% @ age 55 Formula for Local Miscellaneous Members (Government Code Section 21354.5).
2. Employee Cost Sharing – Employees Sharing Additional Cost (Government Code 21354.5)
3. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
4. Additional Service Credit 2 Years – Local Member (Government Code 20903)
5. Final Compensation 1 Year (Government Code 20042)
6. Military Service Credit as Public Service (Government Code 21024)
7. Prior Service (Government Code 20055)
8. Unused Sick Leave Credit – Local Member (Government Code 20965)
9. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
10. \$500 Retired Death Benefit (Government Code 21620)
11. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 5. For Environmental Unit employees hired on or after July 1, 2020, and meet the CalPERS definition of "New Member" set forth in Government Code 7522.02©, shall be eligible for the retirement plan pursuant to California Public Employees' Reform Act of 2013 (PEPRA).

The City shall provide CalPERS New Members Miscellaneous PEPRA, including:

1. Retirement Benefit Formula – 2% @ age 62 Formula for Miscellaneous/Industrial Member (Government Code Section 7522.20).
2. 2% Annual Cost-of-Living Allowance Increase (Government Code 21329)
3. Additional Service Credit 2 Years – Local Member (Government Code 20903)
4. Final Compensation 3 Years (Government Code 20037)
5. Military Service Credit as Public Service (Government Code 21024)
6. Prior Service (Government Code 20055)
7. Unused Sick Leave Credit – Local Member (Government Code 20965)

8. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code 21551)
9. \$500 Retired Death Benefit (Government Code 21620)
10. 1959 Survivor Benefit Level 4 (Government Code 21574)

Section 6. Sick Leave Cash Out and Sick Leave Credit

Employees not on a 24 hour shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 960 hours. Safety employees on a shift schedule shall be compensated annually in November for one-half of their accumulated sick leave in excess of 1,440 hours. The remaining excess leave shall be accumulated in an individual retirement credit account. The balance in the account, along with other accumulated sick leave, shall be applied to the Retirement “Sick Leave Credit” benefit upon the employee’s retirement for those who are eligible to receive this optional benefit. (PPPM 5-11.2)

During the period of this MOU, the City agrees to look into ways to maximize the unused sick leave contributions, possibly through a 401(a) plan. Section 7. **Sick Leave Cash Out at Retirement**

Effective July 1, 2007, upon normal service retirement of any association member who reaches the CalPERS 90% cap, the City will pay out any unused sick leave hours in any and all of the employee’s sick leave banks at 25% of the employee’s current hourly pay.

In the event of an employee’s death resulting from injuries sustained in the line of duty, the City will pay out any unused hours in any and all of the employee’s sick leave banks at 100% of the employee’s hourly pay to the designated surviving beneficiary.

Article VI. **Health and Other Insurance Benefits**

Section 1. Health Insurance

Full-Time Employees: The City contracts with the Public Employees’ Retirement System (PERS) for employee, spouse, registered domestic partner, and dependent health insurance benefits. An open enrollment period is held annually in the fall to permit employees to change plans and add/delete dependents.

Medical Insurance Cap:

Effective January 1, 2024, the City’s maximum contribution for medical insurance will be capped at \$2,371.00 per month.

The medical cap for full-time employees will be adjusted January 1, 2025; January 1, 2026; January 1, 2027 to match the CalPERS-PORAC (Region 3 rates for Los Angeles County)

Retiree Medical:

An employee who is vested in CalPERS and retires from the City under the SFS Firefighters Association is eligible for medical coverage through the CalPERS Retirement Plan.

The City Contribution to medical premiums for retirees, effective January 1, 2024 is \$2,371.00 per month.

The City will assume the financial responsibility for Peace Officer Research Association of California (PORAC) membership dues for both active employees and eligible retirees. (91-92, 01-02, 05-07 MOU; PPPM 2-3.1a)

Medical Insurance Opt-Out:

Requirements for a full-time employee to receive employer contributions that may be cashed out: Pursuant to the Affordable Care Act (ACA) Employer Mandate “affordability” determination, an eligible opt-out arrangement requires the following in order for employees who opt-out of employer-provided health coverage to receive cash in lieu:

- a. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (i.e. individuals for whom the employee expects to claim a personal exemption deduction) has or will have the minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
 - b. Employee must provide proof of coverage by completing the Health Insurance Waiver Form.
 - c. Employee must provide proof of coverage every plan year, by completing a new Health Insurance Waiver Form to which the eligible opt-out arrangement applies; and
 - d. The opt-out payment cannot be made if the City knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will have the alternative minimum essential coverage.
- Full-time employees qualified to waive/opt-out of coverage shall receive 80% of the monthly CalPERS-PORAC (LA Region 3) rate, as follows. Based on eligibility. The amount will be paid to the employee as taxable earnings. The 80% medical opt-out will also be adjusted based on revised medical rates.

FULL-TIME EMPLOYEES		
COVERAGE TYPE	2024 MONTHLY RATE	80% OF MONTHLY RATE
SINGLE PARTY	\$926.00	\$740.80
TWO PARTY	\$1,863.00	\$1,490.40
FAMILY	\$2,371.00	\$1,896.80

Section 2. Dental Insurance

The City Contracts with Delta Dental to provide dental benefits to all full-time employees and eligible dependents. An open enrollment period is held annually in May to permit employees to change plans and add/delete dependents. Retired full-time safety employees may continue dental coverage for self and spouse and eligible with entire cost borne by the retiree (78-80, 80-81, 82-83, 83-84, 94-95, 97-98, 01-02, 05-07 MOU; PPPM 2-3.2)

The City offers Delta Care and Delta Premiere options. Employees who elect enrollment in the Delta Premier plan will contribute \$50 per month towards the dental insurance premium. Employees who elect enrollment in Delta Care pay no contribution toward dental insurance premium.

Section 3. Vision Plan

The City has established a vision care plan for full-time employees, spouses, registered domestic partners, and dependents up to age 26, consistent with the Affordable Care Act (ACA). There is a \$20 deductible for eye examinations and no deductible for frames, lenses, contact lenses, or vision therapy. The employee reimbursement cap is \$450 per fiscal year; the spouse, registered domestic partner and other dependents are capped at \$400 per person per fiscal year. Employees and eligible dependents may choose laser surgery in lieu of receiving an annual reimbursement for four years. Employees are eligible for \$1,800 reimbursement for laser surgery and eligible dependents are eligible for \$1,600 reimbursement. If the employee retires or resigns during the four-year reimbursement period, the employee is responsible for reimbursing the City the prorated difference for him/herself and dependents. (95-96, 97-98, 01-02, 05-06 MOU; PPPM 2-3.6)

Section 4. Life Insurance

The City pays the premium cost for each full-time employee to receive a basic level of life insurance under a group policy. Full-time employees are eligible for coverage upon hire. The basic amount specified in the group contract is \$50,000 for Fire Safety Unit and Chief Officers Unit/Fire Management; \$75,000 for Environmental Unit. Employee members may elect additional life insurance and authorize payroll deduction for any premium costs related to policy coverage in excess of the basic amount (including dependent coverage). Retiree members of the Association may participate in the group policy coverage at their cost. (89-90 MOU; PPPM 2-3.3b)

Section 5. Long Term Disability Insurance

The City pays the premium cost for each full-time employee to receive long term disability insurance. This plan is administered by the California Association of Professional Firefighters. Full-time employees are eligible on the first day of the month following the first day of employment. However, the employee must not be off duty for illness or injury on that date. If the employee is off, then the effective date is the first day of the month following the date of return to work. The maximum monthly benefit is 80% of wages for industrial causes and 80% of wages for non-industrial disability to a maximum of \$8,758. The elimination period is 30 calendar days. The benefit period is lifetime for non-industrial disabilities and to age 65 for industrial disabilities. There is a \$10,000 death benefit for on or off duty death. The premium is waived after 30 calendar days. A copy of

the actual plan description is on file in the Human Resources Office. *(CA Assn. of Professional Firefighters; PPPM 2-3.4b)*

Section 6. Physical Examination

Medical surveillance examinations for safety employees are mandatory and provided each year. The exam will be scheduled during the month of the employee's birth and administered during on-duty hours. The City will assume the cost of the physical commonly called a "Medical Surveillance" examination. For male employees 40 years of age and older, the exam will include a prostate specific antigen (PSA) blood test. For female employees 40 years of age and older the exam may include a Pap Test if the employee requests. If the female employee chooses to have the Pap Test performed by a personal physician and the expense of the examination is not covered through the City's group insurance, the City will reimburse the employee for this test.

A more comprehensive exam called the Lifestyle Plus Physical will also be made available to the employee as an alternative. If the employee selects this option, the exam requirement will be met in this manner:

- The City assumes only \$310 of this examination's cost. The employee assumes the balance.
- The exam is scheduled by the Fire Rescue Department and will take place off duty.
- The employee will complete and sign an "Authorization for Payment" form which allows payment in full or through payroll deduction of the fee exceeding \$310.
- If the employee is eligible for insurance pick up of \$310 of the exam cost, the employee assumes responsibility for completing the insurance form and insurance reimbursement goes directly to the employee. *(Fed. Reg. No. 5144(h); memo between S. Bergeron-Vance & Chief Schnabel; PPPM 12-1.4b)*

Article VII. **Leave Benefits**

Section 1. Bereavement Leave

Safety employees not on a 24 hour schedule, are entitled to a maximum absence of three days with pay for bereavement purposes in the event of death of a member of the immediate family. Safety employees on a 24 hour schedule, are entitled to the maximum leave of two 24 hour shifts. An employee may take additional leave for bereavement purposes by charging the time off to sick leave. Such leave shall be granted up to the employee's accumulated sick leave balance with the approval of the Fire Chief. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, registered domestic partner, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-sister, step-brother, step-child and step-grandchild. *(Res. #5969, IX.7; 77-78 04-05 MOU; PPPM 6-8)*

Section 2. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

An employee is eligible for FMLA/CFRA leave after 12 months of continuous employment, if he or she has worked at least 1250 hours during the previous 12-month period. FMLA/CFRA leave is unpaid leave. An employee requesting FMLA/CFRA leave may utilize any accumulated leave, except sick leave, for part or all of the leave period, if leave is for a purpose other than the employee's own serious health condition. If the leave is for the employee's own serious health condition, any accumulated sick leave must also be used. Although FMLA leave shall be used for this purpose, CFRA leave shall not be taken for absence due to the employee's pregnancy, childbirth or related condition. Maternity leave is available for the period of the employee's actual disability up to a maximum of four months. CFRA leave may be taken, if the employee is otherwise eligible, for up to 12 weeks, because of the birth of the employee's child. (*Res. #5969, IX.8; PPPM 6-4.3*)

Section 3. Flexible Leave

Safety employees will receive 36 hours of flex leave each fiscal year. As of June 30 of each year, all unused flexible leave up to a maximum of 24 hours shall be carried over to the next fiscal year. Any accrued but unused flexible leave in excess of 24 hours for any employee as of the close of business on June 30 shall be paid to the employee at each employee's then effective hourly rate. (*Res. #5969, IX.4; 76-77, 81-82, 83-84, 90-91, 97-98, 01-04 MOU and Addendum to 01-04 MOU; PPPM 6-5*)

Section 4. Holidays

The following are observed City holidays:

- | | |
|---|-----------------------------|
| • New Year's Day | January 1 |
| • Dr. Martin Luther King Jr.'s Birthday | Third Monday in January |
| • Lincoln's Birthday | Second Monday in February |
| • President's Day | Third Monday in February |
| • Cesar Chavez's Birthday | March 31 |
| • Memorial Day | Last Monday in May |
| • Juneteenth National Independence Day | June 19 |
| • Independence Day | July 4 |
| • Labor Day | First Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | Fourth Thursday in November |
| • Day after Thanksgiving | Fourth Friday in November |
| • The day before Christmas | December 24 |
| • Christmas Day | December 25 |
| • Every day appointed by the President or Governor as a holiday | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Safety employees not on a 24 hour shift schedule will be paid for the above holidays. Safety employees on a 24 hour schedule shall accumulate 7.0 shifts per year of vacation leave in lieu of holiday leave. (*Res. #5969,*

IX.3; 76-77, 83-84, 86-87, 92-93, 97-98, 05-07 MOU; PPPM 6-7.1)

Section 5. Jury or Witness Duty

Leave of absence with pay shall be granted to a maximum of fifteen (15) working days to an employee who serves on a jury or is called as a witness for cases encountered in the course and scope of his/her employment. The employee shall be paid their regular salary. Employees on call for jury duty are expected to report for work. Jury and witness fees the employee may receive from court service shall be remitted to the City. Mileage reimbursement will be kept by the employee (*Res. #5969, IX.13; 92-93, 01-02 MOU; PPPM 6-10*). On a case-by-case basis, the City Manager may extend said leave of absence with pay for jury duty. (*11-12 MOU*)

Section 6. Leaves of Absence

Leaves of absence without pay may be granted by the City Manager at his/her sole discretion. A leave of absence shall be granted only to an employee who desires to return to City service and has a satisfactory service record. The City Council must approve leaves of absence involving pay or benefit issues. (*Res. #5969, IX.12; PPPM 6-4.1*)

Section 7. California Kin Care Leave

Employees may use one-half of their annual sick leave accrual (48 hours for employees not on a 24 hour shift schedule, 72 hours for employees on a 24 hour shift schedule) to care for their grandparents, grandchildren, and siblings, as well as children, parents, spouse or domestic partner who is ill. Use of sick leave for this purpose is to be recorded on leave slips and turned in with employee time cards. Notice should be given for appointments seven days in advance. If emergencies arise, an exception can be made to this policy. (*PPPM 6-3.6*)

Section 8. Military Leave

Military leave is granted in accordance with state and federal law. If you are entitled to military leave, you must give the City an opportunity, within the limit of military regulations, to determine when such leave will be taken. Each request for military leave will be referred to the City Attorney for interpretation of such related issues as entitlement to pay, benefits, reinstatement, etc. (See Appendix for Military Leave Policy revised as of 02-09-06) (*Res. #5969, IX.14; PPPM 6-9*)

Section 9. Sick Leave

Sick leave shall not be considered a right, which employees may use at their discretion, but shall be allowed as an employee benefit only in case of actual sickness or disability of the employee which prevents the employee from working. Exceptions are made for cases of pregnancy, childbirth or related conditions, for a doctor's appointment or to care for a sick child in accordance with these rules and regulations. Up to 32 hours per year of sick leave may be used for doctor's appointments.

Employees are eligible to use accrued sick leave at any time after original appointment subject to the provisions of these rules and regulations. Sick leave shall be accrued while an employee is absent

from duty because of injury or illness arising out of and in the course of employment as determined under the provisions of workers' compensation law.

When the City's industrial medical provider notifies Human Resources that an employee has a medical condition(s) requiring further investigation, the employee will charge the time off to sick leave and will then be placed on light duty, if appropriate and available, until released by the medical provider. If said condition is determined to be work-related, the used leave time and additional time for scheduling and undergoing medical testing will be charged to worker's compensation. Medical tests required by a physician to determine the cause of a medical problem will be the employee's responsibility. If the medical condition is then determined to be work related, the costs will be subject to payment through the worker's compensation process.

In order to receive compensation when absent on sick leave, safety employees shall notify the on-duty Headquarters Captain not less than 45 minutes prior to shift change which is 07:30 a.m. When absent for two or more consecutive shifts for a safety employee on a 24 hour shift schedule, the employee may be required, at the City's sole discretion, to obtain and submit a physician's certification of illness. Any safety employee who demonstrates a pattern of sick leave use will be required to present a physician's certification of illness for each shift where illness is reported. Affected employees will be notified of this requirement by department management.

Sick leave with pay for safety employees not on a 24 hour shift schedule shall be accrued at the rate of eight hours for each month of service beginning with probationary appointment. Sick leave will be accrued for safety employees on a 24 hour shift schedule at the rate of 12 hours per month. At the discretion of the Department Head, up to five days of sick leave may be advanced. (PPPM 6-3.1, 6-3.3, 6-3.3b, 6-3.4, and 6-3.6)

Section 10. Vacation

Safety employees on a 40 hour work week schedule will accrue vacation leave as follows:

<u>Years of Service</u>	<u>Annual Rate (hrs)</u>
0-1	80
1-2	90
2-3	100
3-4	110
4-5	120
5-6	124
6-7	128
7-8	132
8-9	136
9-10	140
10-11	144
11-12	148
12-13	152
13-14	156
14-15+	160

20+.....168

Safety Employees on a 24 hour shift schedule will accrue vacation leave (inclusive of 7.0 hours of holiday leave) as follows:

<u>Years of Service</u>	<u>Shifts per Year</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0-1	12.000	288	24.00
1-2	12.625	303	25.25
2-3	13.250	318	26.50
3-4	13.875	333	27.75
4-5	14.500	348	29.00
5-6	14.750	354	29.50
6-7	15.000	360	30.00
7-8	15.250	366	30.50
8-9	15.500	372	31.00
9-10	15.750	378	31.50
10-11	16.000	384	32.00
11-12	16.250	390	32.50
12-13	16.500	396	33.00
13-14	16.750	402	33.50
14-15	17.000	408	34.00
15+	17.000	408	34.00
20+	17.333	416	34.67

The following methodology is used regarding the initial accrual of vacation time:

<u>Date hired</u>	<u>1st through 15th</u>	<u>16th through end of month</u>
Month hired	Accrues vacation	Does not accrue vacation
Month terminated	Does not accrue vacation	Accrues vacation

The anniversary month for additional vacation accrual is based on the same time periods. If an employee is hired before the 15th of the month, the anniversary month is the month hired; if hired after the 15th of the month, the anniversary is the month following.

At the discretion of the Department Head, up to five days of vacation may be advanced.

Vacation shall be accrued when an employee is absent from duty because of injury or illness arising out of and in the course and scope of employment as determined under the provisions of the workers' compensation law.

Vacation Selection:

- Vacation selections will begin at the completion of the Station and Shift Bid process that will

take place the Monday following the Thanksgiving holiday.

- Each suppression member shall pick a minimum of one segment (two shifts) during the annual vacation selection process. Additional picks can be made at the employee's discretion. Double picks are allowable but then the next round of picks must be skipped.
- All three columns are available at start of picks and remain open. Order-ins will not be made on holidays for third column picks.
- Throughout the year, vacation segments may be chosen in any of the three columns. These requests must be made at least 18 days in advance.
- Inside of 18 days, vacation time will only be granted if qualified relief is available.
- Individual vacation time will be granted based on available vacation hours banked and qualified relief.
- Leave other than vacation time (WC, SP, SL, JD, FM, FL, CU, BR) does not impact the availability of these three columns. Qualified relief must be available to work.
- Battalion Chiefs do not pick on the vacation schedule.
- Suppression employees have 36 hours of flex leave per fiscal year. Suppression employees must use available flex leave/ vacation. Qualified relief must be available to work.

Vacation Maximum Accrual: Non-suppression employees may accumulate 320 vacation hours and suppression 15 shifts or 720 hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.

Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker's compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement. (*Res. #5969, IX.5; 76-77, 82-83, 86-87 MOU; PPPM 6-2.1, 6-2.3, 6-2.4, 6-2.5 and 6-2.6*)

Effective within 30 days up City Council approval of this agreement, the maximum accrual cap is increased to 720 hours for suppression employees. The City shall cash out any hours above the cap for at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits). Employees shall be entitled to make an irrevocable election in writing before the cash-out deadline to spread the cash-out payment over the term of the contract to be paid on or before each February 15th at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises in this agreement. Employees can also elect to designate all or a portion of the cash-out as deferred compensation (up to the IRS limits). Thereafter, fire suppression personal reaching the cap will be paid out at the base salary rate only for all hours that would normally exceed the cap.

Vacation Cash-Out: A non-suppression employee may cash-out vacation leave hours once per fiscal year, at straight time rates, up to a maximum of 100 hours.. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out. Suppression employees will be paid out for any hours over the 720 hours cap, however, they may request to cash-out up to 100 hours. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.

Reserve Vacation Bank:

Effective within 30 days upon City Council approval of this agreement, the city shall cash-out the Reserve Vacation Bank for all non-suppression employees at the dollar value in effect as of June 30, 2021, which is intended to be prior to the COLA raises contained in this agreement. Employees may elect to designate all or a portion of their cash out as deferred compensation (up to the IRS limits). Thereafter, the Reserve Vacation Bank will be eliminated.

Section 11. Critical Family Leave

The City Manager, at their sole discretion, may authorize whatever amount of paid leave may be necessary for full time and benefited part time employees to care for a child or spouse with a terminal or critical life threatening situation. This action may be taken at the request of the employee with the concurrence of the Fire Chief with full pay and benefits and without loss of seniority. Leave will be exclusive of the employee's vacation, flex and sick leave. Leave balances do not have to be exhausted for the City Manager to authorize critical family leave. This policy is intended to be applied in conjunction with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act. (CC 3-14-96, PPPM 6-4.4)

Section 12. Leave Usage for National Marrow Donor Program (NMDP)

Employees who choose to donate bone marrow through the NMDP will be permitted to take time off and charge the time against any accrued leave, i.e., flexible, sick or vacation leave. (PPPM 6-12)

Section 13. Voluntary Vacation and Flexible Leave Time Donation

If an employee who suffers personal medical crisis that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and who have exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated. The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under internal revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. The recipient employee will not accrue sick, vacation or flexible leave and will not accrue seniority while receiving this benefit. (PPPM 6-13)

Section 14. Family School Leave

In accordance with the California Labor Code, an employee may take up to 40 hours per calendar year, not exceeding 8 hours in any calendar month, to participate in their children's school or license day care facility activities. The employee shall utilize vacation leave, flexible leave, or time off without pay for this purpose. The employee shall give reasonable notice of the planned absence. The City may require the employee to provide documentation from the school or licensed day care facility as proof that they actually participated in the activities on the specified day at a particular time. (PPPM 6-2.6)

Article VIII. **Additional Benefits**

Section 1. Tuition Reimbursement

All full-time employees shall be eligible for tuition advancement or reimbursement of pre-approved education or professional development expenses up to the maximum of \$4,000 per fiscal year. Eligible fees include tuition and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. The employee must complete the course(s) listed on the tuition reimbursement agreement with a passing grade of "C" or better or pass/fail. The employee must remain employed with the City after completion of the course for a period of one year, or refund to the City the full amount reimbursed for the course(s). (Res. #5969, X.3; 1977, 95-96 MOU; PPPM 9-1.2)

Section 2. Uniform Allowance

Employees in positions or classifications required to wear uniforms during working hours shall receive a uniform allowance not to exceed the following per fiscal year:

• Environmental and Chief Officers Unit - \$1,675.00

Qty.	Uniform Type	Frequency
1	Class A Uniform	Time of hire, as needed (adjustments)
5	Shirts (Nomex)	Fiscal Year
3	Pants (Nomex)	Fiscal Year

• Fire Safety Unit - \$1,350.00

Qty.	Uniform Type	Frequency
1	Class A Uniform	Time of hire, as needed (adjustments)
3	Shirts (Nomex)	Fiscal Year
3	Pants (Nomex)	Fiscal Year

The allowance will cover the purchase and maintenance of required uniforms that are a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This not

to exceed compensation will be reported to CalPERS at the end of each fiscal year in which the items are purchased. The uniform allowance is considered reportable to CalPERS for employees in classic retirement tiers but is not reported for Public Employees' Pension Reform Act (PEPRA) members.

The not to exceed allowance may be reviewed at time of negotiations to address escalating costs.

Section 3. Employee Personal Computer Purchase Plan

Any regular (non-probationary) full-time employee is eligible to purchase a personal computer, or digital camera in conjunction with a computer; peripheral equipment and software through an interest free loan of City funds. Repayment is guaranteed through bi-weekly payroll deductions. The employee agrees that the computer equipment is for their own or their immediate family's use only. The minimum loan amount is \$500 and the maximum loan amount is \$3,000. Full details for this plan may be found under PPPM 7-8.2. *(CC action of 1-8-98 and 5-10-01; PPPM 7-8.2)*

Section 4. Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. *(PPPM 2-6)*

Section 5. Employee Assistance Program

The City provides an Employee Assistance Program (EAP) for full-time employees. Employees contact the EAP provider confidentially on an as-needed basis.

Article IX. **Appointments, Promotions and Acting Assignments**

Section 1. Appointment – Probationary Status

Non-suppression employees are on probation for a period of six (6) months and suppression employee for a period of 12 months from the date of hire. During the probationary period, employee performance evaluations are required. A probationary employee may be terminated without appeal during the probationary period. The appointment is made to regular status at the end of the probationary period, upon the recommendation of the Fire Chief and the approval of the City Manager. In the event the probationary employee's performance does not qualify for regular status, the City Manager may grant a one-time extension of the probationary period up to the length of the original probationary period. *(Res. #5969, VII.1 and .2; PPPM 5-9.1)*

Section 2. Promotional Appointments

If a Temporary Firefighter, Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary or

conditional appointment, then upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. When an employee is promoted, the employee shall be entitled to the step in the new range which provides at least a 6% increase. (04-05 MOU, 2-2.1d)

The individual standing first on any given closed promotional list should generally be appointed by the Fire Chief. The Fire Chief may recommend and appoint any candidate on the list irrespective of ranking subject to the approval by the City Manager. (PPPM 5.1)

Fire Department promotional eligibility lists will be tiered to a maximum of five points per tier, i.e., 90 – 95, 95 – 100, etc. It is within the Fire Chief's discretion to rank the list within tiers prior to any appointments being made from the eligibility list. (PPPM 4-6.3)

Section 3. Promotion of Firefighter/Paramedic to Engineer

A Firefighter/Paramedic promoted to Engineer will be placed in the Engineer salary range closest to his Firefighter step plus Paramedic pay differential. He/she will be utilized in the department as an Engineer/Relief Paramedic. Paramedic Proficiency pay will be retained until one of following occurs:

- The employee's salary step(s) increases to the point he/she would not lose pay due to the promotion; or
- The loss of certification due to failure in the recertification process or failure to meet standards established by Los Angeles County.

This section will also apply to those employees promoted from Engineer/Paramedic to Captain. (80-81 MOU ,PPPM 2-2.4c)

Section 4. Acting Assignments

All short term vacancies occurring in the Engineer and the Captain classifications may be filled in the following order:

1. Highest on the eligibility list and assigned to the station where the vacancy occurs.
2. Highest on the eligibility list working that shift. This excludes those working overtime.
3. The employee determined "qualified to act" by the Battalion Chief and assigned to the station where the vacancy occurs.
4. The employee determined "qualified to act" by the Battalion Chief and assigned to the shift. (PPPM 5-4.2)

Acting Pay

An employee required to work in a higher classification which is vacant due to sick leave, injury leave, vacation, termination, shall receive acting pay of 5 ½% above their current rate of pay. Acting pay will not apply where it would cause an individual to be paid a greater rate than if the employee were promoted to the higher classification. For example, a Firefighter/Paramedic with three 5 ½ % steps of proficiency pay would not be eligible for acting pay when acting as an Engineer as the employee's pay level would then surpass that of an Engineer. A Firefighter/Paramedic when serving in the capacity of acting Captain is eligible to receive acting pay of one full step provided the employee has completed the required number of shifts (10) worked in the higher classification and has completed the Acting Captain certification program required by the Fire Chief. (1980-81 MOU, PPPM 2-2.2b)

Section 5. Temporary and Conditional Appointments

To fill the position of a person who is absent and whose return to work is in question, a candidate on the eligibility list for a promotional position shall be appointed to a temporary position in that position. If after six months the disabled member's return is still in question and the appointee has received satisfactory performance evaluations, the appointee will receive a conditional appointment. This appointment entitles the conditional appointee to all privileges of the rank, including time in grade and merit increases from the time the appointee first filled the position on a temporary basis. If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the appointee has served continuously in the appointment then; upon promotion to the vacant position the employee will receive all rights and privileges of rank beginning at the date of their temporary appointment including time granted toward the one year probationary period. (PPPM 5.1)

Section 6. Promotions – Educational Requirements

The following are educational requirements for suppression personnel:

Classification	Education	Experience	License/Certification
Engineer	H.S./GED & 12 units in Fire Science	3 years as SFS Firefighter including Temporary	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR
Captain	H.S./GED & 24 units in Fire Science & State Fire Officer Certification or AA/AS Fire Science	5 years as SFS Firefighter (2 of 5 as a Fire Engineer) or 7 years SFS Firefighter & on current Engineer Eligibility List or 10 years SFS Firefighter & past Engineer Eligibility List	Class B or Firefighter Exempt, EMT-1, EMT-D, CPR

The Fire Chief may find occasion to make alterations to these requirements when unusual conditions or extenuating circumstances warrant. Experience credit will not be counted for experience outside

of the Santa Fe Springs Fire Department. (PPPM 5-6.3)

Section 7. Appointment – Due to Disability

Where an appointment is necessary to fill the position of a person who is absent due to a disability and whose return to work is in question, the following procedures will apply:

- A candidate on the existing eligibility list for that position shall be appointed on a temporary basis. The appointee will receive probationary and quarterly performance evaluations.
- The temporary appointee's appointment will become conditional, if after six months, the disabled member's return to work is still in question and the temporary appointee has received satisfactory quarterly evaluations. This appointment shall entitle the appointee to all privileges of the rank, including time in grade and merit increases from the time the employee first filled the position on a temporary basis.
- Said conditional appointment shall become permanent in the event the disabled employee becomes permanent and stationary and is determined to be unable to return to work, or in the event any other permanent opening for that rank becomes available.
- Demotion of a conditional appointment will occur only when the injured employee returns to work and no permanent appointment opportunity becomes available in the succeeding six months.
- Temporary appointees who have not obtained conditional status are not entitled to retain the appointment or any of the privileges of the rank temporarily being filled.
- If a Firefighter, Firefighter/Paramedic, or Fire Engineer is promoted to a higher classification as a result of another employee's separation from employment (resignation, termination, or retirement), and the promoted employee has served in a continuous temporary and conditional appointment, then upon promotion to the vacant position, the employee will receive all rights and privileges of rank beginning the date of their temporary appointment including time in grade granted toward the one year probationary period. (PPPM 5-6.4)

Section 8. Veteran's Preference

Veterans of the Armed Forces of the United States of America will be given preference over other identically qualified applicants on an eligibility list. (PPPM 4-8 and State Government Code Section 50088)

Section 9. Eligibility Lists – Certification

The City Manager shall certify lists of candidates who have successfully competed in examinations. The names may be placed on the list in order of their total rating in the examination or may be grouped in a tier based on similar ratings. The list will be certified for a minimum of one year or a maximum of two years. The list may be extended at the discretion of the City Manager. A candidate's name may be removed from the eligibility list for any of the following reasons:

- Appointment to fill a position for which the examination was given

- Evidence that the candidate no longer meets the qualifications of the position
- Removal by the City Manager after rejection of the candidate for a vacant position by the Fire Chief

Whenever a vacant position is to be filled, the Fire Chief shall consider the candidates and recommend one from the appropriate list to the City Manager unless the Fire Chief rejects in writing all candidates. (*PPPM 4-6.1*)

Article X. **Employment Policies**

Section 1. Alcohol and Drugs

It is the policy of the City of Santa Fe Springs that employees shall:

- Not report to work, or be subject to City duty, while under the influence of unlawful drugs, controlled substances or alcohol
- Not possess or ingest alcohol or impairing drugs, including illegal drugs and prescription drugs without prescription, during work hours or while subject to duty, on breaks, during meals periods or at anytime while on City property
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty
- Not use City property or premises to manufacture, sell or distribute alcohol, unlawful drugs, or controlled substances during work and non-work hours
- Notify their supervisors before beginning work when they are taking legally prescribed medication which could foresee ably interfere with the safe and effective performance of their duties or the operation of City equipment

The use of illegal drugs or controlled substances, on or off the job, by City employees will not be tolerated and is grounds for immediate termination. (See Appendix for Alcohol & Drug Abuse Policy revised as of 02-09-06) (*PPPM 7-10*)

Section 2. Electronic Media

The City's Electronic Media policy outlines the use of the City's electronic mail (e-mail) system by all full-time and part-time employees, as well as elected officials, independent contractors, seasonal employees, and any vendors with authorized use of the City computer resources. (See Appendix for Electronic Media Policy revised as of 02-02-06) (*PPPM 7-8.1*)

Section 3. Harassment, Discrimination and Retaliation

In keeping with the City's strong commitment to providing a work environment that is free of harassment, discrimination and retaliation, the City maintains a strict policy prohibiting harassment, discrimination and retaliation by or against any of its employees, applicants, volunteers, independent contractors, customers, invitees and members of the public. The City prohibits harassment in any form, including verbal, physical, or visual harassment.

The City will not tolerate discrimination or harassment based upon race, color, national origin, ancestry, sex, sexual orientation, disability, medical condition, marital status, age or religion. All employees are to be treated with dignity and respect. Employees who believe they have been discriminated against or harassed by a co-worker, vendor, volunteer or member of the public should report the allegation to their Department Head, the City Manager, or Human Resources. An investigation of the allegations will be conducted immediately, and appropriate disciplinary action will be taken in the event that the allegations are substantiated.

Each employee is personally liable under the Fair Employment and Housing Act (FEHA) for unlawful harassment perpetuated by that employee.

False Claims: An employee who deliberately makes a false claim or charge of unlawful discrimination or harassment will likewise be subject to disciplinary action up to and including termination.

Retaliation: Any retaliation against a person for filing a discrimination or harassment charge or making a discrimination or harassment complaint or a person assisting in a discrimination or harassment investigation is prohibited. An employee found to be retaliating against another employee, volunteer or person in the act of volunteering shall be subject to disciplinary action up to and including termination. (See Appendix for Harassment, Discrimination and Retaliation Policy revised 02-9-06) (*CC Minutes 10-28-97, AB 1856; PPPM 5-13-.5*)

Section 4. Workplace Safety/Security

The City is committed to providing a work environment that is safe, secure and free of intimidation, threats and violence. The City maintains this commitment with a policy of “**zero tolerance**” to acts of violence, and by training its employees to recognize and effectively respond to violent/potential violent behavior in the workplace. All acts of violence or force, either threatened or actual, are prohibited and are met with disciplinary action, up to and including termination and criminal prosecution. (See Appendix for Workplace Safety/Security Policy revised as of 02-22-01) (*PPPM 5-2.7; 5-13.1; 5-13.2; 5-13.3; 7-2; 8-9.1; 8-9.2*)

Section 5. Workplace Safety, Security, Inspection and Access

To ensure a safe work environment, the City reserves the right, based upon reasonable suspicion, to inspect, search and access all property which is brought to or utilized by an employee in the workplace. This property includes, but is not limited to, offices, facilities, vehicles, desks, tool boxes, safes, lockers, files, file cabinets, closets, documents, computer data storage, voice and e-mail, internet use, telephones, electronic data, file and fax transmissions, and audio/video tape recordings. The City reserves the right to conduct searches described in this policy without notice or consent of the affected employee or that employee’s representative. Searches shall be conducted with the approval of the City Manager or designee, by the employee’s supervisor, law enforcement, and Human Resources. (*PPPM 8-9.2*)

Section 6. Tuberculosis (TB) Testing

The State and County require those employees in direct contact with children to be tested for tuberculosis once every four years. Fire suppression personnel are tested annually. *(PPPM 12-1.5)*

Section 7. Blood-borne Pathogens and Hepatitis B Vaccinations

Safety employees who can be “reasonably anticipated” to come in contact with contaminants and potentially infectious materials through the performance of their work are subject to this policy. Safety employees in the following job classifications: Fire Captain, Fire Engineer, Firefighter/Paramedic, Firefighter and Auxiliary Firefighter are deemed to be within the group of employees that may have frequent contact with infectious materials. Employees who may have frequent contact are required to receive the Hepatitis B vaccination series. Vaccinations will be available to the employee within 10 working days of job assignment at no cost to the employee. Employees must sign a declaration form if they choose not to be vaccinated but may later opt to receive the vaccine at no cost. Should booster doses later be recommended, employees will be offered them at no cost to the employee. *(PPPM 12-4)*

Section 8. Additional Employment

Employees must report outside employment to the Fire Chief prior to the start of employment utilizing the City’s “Additional Employment” form. The City Manager or Fire Chief may prohibit or restrict additional employment if it would bring discredit or embarrassment to the City, reduce the effectiveness of work as an employee of the City, create a conflict or perceived conflict with the employee’s duties of the City or create a potential conflict when an employees’ outside employment is related to employment matters of another City employee. Reasonable conditions may be attached to the approval of additional employment. Employees are expected to give priority to City work if called for emergency duty or required to work overtime. *(Res. #5969, XIV; PPPM 10-2)*

Section 9. Gambling

Gambling, or conducting games of chance is not permitted on City premises or on City time or by utilizing City property for on-line gambling. *(Res. #5969, XI.5, PPPM 5-13.1)*

Section 10. Gifts and Gratuities

City employees are prohibited from receiving personal gifts, including gratuities, from citizens, persons, or firms doing business with or being regulated by the City, or likely to do business with or be regulated by the City. *(Res. #5969, XI.5), PPPM 5-13-.1)*

Section 11. Use of City Vehicles

City vehicles shall be used for official business only, and only as authorized. Seat and shoulder belts are to be used at all times. Failure to follow this policy shall result in disciplinary action. Employees must have a valid California driver’s license whenever they drive City vehicles or use their own vehicle for City business. *(PPPM 8-6.1 and 8-6.2)*

Section 12. No Smoking in City Vehicles

Smoking is prohibited in City vehicles or while operating City equipment. *(PPPM 8-6.6)*

Section 13. Use of Personal Vehicles

Employees shall be reimbursed for mileage while driving in personal automobiles on City business at the rate approved by the City Council. This is for employees who use their own cars on official City business and who have a current “Automobile Insurance Affidavit” on file in Human Resources. Employees who drive a personal vehicle while on City business must complete an “Automobile Insurance Affidavit”. Each employee must identify whether they carry sufficient liability insurance of at least the following:

- \$50,000 injury per person
- \$100,000 bodily injury each occupant
- \$25,000 property damage each occupant **or**
- \$100,000 combined single limits

Employees who do not carry automobile insurance or do not have sufficient coverage are not permitted to drive their personal vehicles for City business.

City employees are prohibited from working on personal vehicles on City premises and using City equipment and supplies. Said work can only be done if it is approved in advance by the Fire Chief or his designee. *(PPPM 2-10, 8-6.4 and 8-6.5)*

Section 14. Bids for City Jobs

Employees may submit bids for City jobs. A conflict of interest would not exist so long as the employee was not in a position to determine who would be awarded the contract. *(PPPM 7-5.1)*

Section 15. Political Activities of Employees

No City employee will solicit, either directly or indirectly, political contributions, favors, etc. from other City employees on behalf of any political candidate. No City employee will use their position in the City to benefit any political candidate. No City employee will engage in political activities during working hours or while in uniform at any time. City employees are permitted to exercise their political rights like any other citizen during their off-duty hours when out of uniform. *(PPPM 7-7)*

Article XI. **Working Conditions**

Section 1. Injury and Illness Prevention Program

It is both policy and practice of the City of Santa Fe Springs to provide safe and healthful working conditions for all employees. Safety and health considerations must be a part of every operation. It is every employee's responsibility at all levels. It is the intent of the City to comply with all laws. To do this, one must constantly be aware of conditions in all work areas that can create injuries. No employee is required to work at a job he/she knows is not safe or healthful. The detection of hazards by City employees and, in turn, controlling them, is a condition of employment. Supervisors must be informed immediately of any situation beyond the employee's ability or authority to correct.

The personal health and safety of each City employee is of primary importance. Prevention of occupational injuries and illnesses is of such consequences that it will be given precedence over operating productivity, whenever necessary. To the greatest degree possible, management will provide all mechanical and physical safeguards necessary for personal safety and health, in keeping with the highest standards.

Management will maintain a health and safety program conforming to the best practices of municipalities. To be successful, such a program must embody proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters not only between supervisor and employee, but also between each employee and his/her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

The City's objective is a health and safety program that will reduce the number of injuries and illnesses to an absolute minimum. The health and safety program will include:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting health and safety inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions and practices, and to comply fully with the health and safety standards for every job.
- Training all employees in good health and safety practices.
- Providing necessary personal protective equipment and instructions for use and care.
- Developing and enforcing health and safety rules, and requiring that employees cooperate with these rules as a condition of employment.
- Promptly and thoroughly investigating every accident to find out what caused it and correcting the problem so it won't happen again.

The City recognizes that the responsibilities for health and safety are shared:

- The employer accepts responsibility for leadership of the health and safety program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- Supervisors are responsible for ensuring that employees are trained in, and follow safe work practices, and that all operations are performed with the utmost regard for the health and safety of all personnel.
- Employees are responsible for complying with all rules and regulations and for using safe work practices while performing their duties. Employees also have the responsibility of informing their supervisor of hazards and are encouraged to make recommendations for

increasing workplace safety. (PPPM 8-1.2)

Section 2. Training

Full-time equivalent (FTE) funds received from Rio Hondo Community College or Joint Apprentice Committee (JAC) funds shall be placed into a Fire Department training account. Any unused training funds from these two sources shall be rolled over to the following year's training budget. (04-05 MOU)

Article XII. **Layoff and Reductions in Force**

Section 1. Layoff and Reductions in Force

Whenever it becomes necessary for one or more employees to be laid off because of lack of work or financial reasons, all non-regular employees in the affected classification shall be laid off before any regular employees and in the following order: emergency, provisional, and temporary. If additional reductions are necessary, regular employees in the affected classifications shall be laid off in reverse order of their seniority. If the person in one of the affected classifications has seniority over someone in a lower classification, the person with seniority may accept a voluntary demotion to a lower classification, if the employee is qualified for the classification. This process may continue until the person in the lowest classification with the least seniority will then be laid off. All employees laid off shall be given written notice of such layoff at least 10 working days prior to the effective date of the layoff. The City may exercise layoff and reductions in force rights unilaterally subject to the meet and confer process on the impact of such rights. (PPPM 5-12.1 and 5-12.2)

Section 2. Seniority and Bumping Rights

Full-time seniority shall be defined as regular full-time City service within the affected vertically related classifications, e.g., Firefighter, Engineer, Fire Captain, and Battalion Chief. Regular service time shall include probationary time in the affected classification if regular status has been acquired. Part-time hours accumulated in the City do not have consideration in full-time seniority calculations.

An employee "bumping" into a lower related classification shall occur on the basis of total seniority attained within a series of vertically related classifications. Vertically related classifications carry cumulative seniority downward and not upward. For example, an employee who has five years of seniority as a Captain, five years seniority as an Engineer and five years as a Firefighter (15 years in total) is in a senior position to an Engineer who has five years as a Firefighter and five years as an Engineer (10 years in total). An Engineer that has five years as a Firefighter and fifteen years as an Engineer (20 years in total), is in a senior position to the 15-Year Captain cited in the example above. Length of qualifying service, not rank, is the determining factor when calculating seniority.

Seniority calculations shall not include time on unpaid leave, time on inactive service, or time during breaks in City service. (PPPM 5-12.2)

Section 3. Layoffs – Call-backs

The names of regular and probationary employees laid off shall be placed on a reemployment list for the class of positions involved in the layoff. Persons on the list shall retain eligibility for reappointment for a period of three years from the date the name was first placed on the list. Recall shall be by inverse order, i.e., the most recent person laid off shall be first rehired. Persons reinstated shall return to the same position & step previously held. Persons who are on a reemployment list & have committed an offense while on layoff which would have been cause for termination will not be reinstated. Any person who is refused reinstatement because of the commission of such an offense may appeal such action to the City Manager and to the Personnel Advisory Board. (PPPM 5-12.3)

Article XIII. **Appeal and Grievance Rights and Procedures**

Section 1. Appeal Process

Any safety employee who has been subject to disciplinary action, excluding written or oral counseling, warning or reprimand, shall be entitled to appeal such action to the Fire Chief, Personnel Advisory Board and the City Manager, in accordance with Personnel Policy Section 11-3.1 (PPPM 11-3.1).

Section 2. Informal Hearing Procedure

The Informal Hearing Procedure, as opposed to the formal procedures, may be used in the City's sole discretion in any of the following circumstances:

1. When there is no disputed issue of material fact, or
2. When there is a disputed issue of material fact, but it is limited to:
 - a. A monetary amount of not more than one thousand dollars (\$1,000) or
 - b. A disciplinary action imposed on an employee that does not involve termination from employment, demotion, or suspension without pay for more than five (5) shifts or five (5) days.

This constitutes the sole Government Code section 11445.30 notice of hearing that states the Department's selection of the informal hearing procedure. Therefore, such notice shall not be repeated in conjunction with each hearing governed by the informal hearing procedure.

The Fire Chief or designee shall be the presiding officer and shall regulate the course of the proceeding. The presiding officer shall permit the parties to offer written or oral comments on the issues. The presiding officer may limit the use of witnesses, testimony, evidence and argument, and may limit or eliminate the use of pleadings, intervention, discovery, pre-hearing conferences and rebuttal.

The presiding officer may deny use of the informal procedure, or may convert an informal hearing to a formal hearing after an informal hearing is commenced, if it appears to the presiding officer that

cross-examination is necessary for proper determination of the matter and that delay, burden or complication due to allowing cross-examination in the informal hearing will be more than minimal.

Pursuant to section 11445.50(b), the Fire Department has determined that cross-examination is not necessary for proper determination of the matters subject to review under the informal hearing procedure. However, the presiding officer may allow cross-examination of witnesses in an informal hearing notwithstanding the City's determination, if it appears to a presiding officer that in the circumstances cross-examination is necessary for proper determination of the matter. (Section 11445.50(b).)

If the presiding officer has reason to believe that material facts are in dispute, the presiding officer may require a party to state the identity of the witnesses or other sources through which the party would propose to present proof if the proceeding were converted to a formal hearing procedure. If disclosure of a fact, allegation or source is privileged or expressly prohibited by a regulation, statute or the federal or state constitution, the presiding officer may require the party to indicate that confidential facts, allegations or sources are involved, but not to disclose the confidential facts, allegations or sources. (Section 11445.60(a).)

If a party has reason to believe that essential facts must be obtained in order to permit an adequate presentation of the case, the party may inform the presiding officer regarding the general nature of the facts and the sources from which the party would propose to obtain the facts if the proceeding were converted to a formal hearing procedure. (Section 11445.60(b).)

Section 3. Formal Hearing Procedure:

The formal appeal shall be conducted in procedural compliance with section 11500 et. seq. Pursuant to section 11512, the City has determined that, in those instances where a formal hearing is required, the City shall continue to hear the case through pre-existing processes (i.e., via the Personnel Advisory Board) with an administrative law judge (ALJ) present during the consideration of the case. (Section 11517(b).) The proceedings governing such an appeal are set forth in detail below.

The following procedure will be followed in the conduct of a formal administrative hearing:

- A. Within 10 calendar days of the receipt of a written Notice of Intent to Suspend, Demote or Dismiss, the employee may submit a written response to the disciplinary action to the Fire Chief or designee. The employee shall set forth all the facts necessary to understand the issues involved. The response shall be signed by the employee and shall be submitted to the Fire Chief's office within 10 calendar days. In lieu of a written appeal, the employee may request a (*Skelly*) meeting with the Fire Chief to make his/her response verbally.
- B. Within 10 calendar days following the receipt of the employee's response, the Fire Chief or designee will set a date and time for the pre-disciplinary (*Skelly*) meeting.
- C. If the response is submitted in writing, the Fire Chief will give consideration to the matter and inform the employee in writing within 20 calendar days, as to whether the intended disciplinary action has been affirmed, revoked or modified.

- D. Following conclusion of a pre-disciplinary (*Skelly*) meeting by the Fire Chief or designee, where the resultant punitive action results in the imposition of punitive action within the jurisdiction of this formal hearing process, the City shall serve the employee with a final Notice of Discipline. At a minimum, Notice of Discipline shall include a post card or other form of notice which, when signed by or on behalf of the employee and returned to the City, will acknowledge service of the Notice. The Notice shall also state that the employee's request for a hearing must be received by the City within fifteen (15) calendar days after the Notice is personally served or mailed. (Please refer to section 11505 for what should be included in the Notice of Discipline.)
- E. The employee may file an appeal of the disciplinary action to the Personnel Advisory Board (Board) by submitting an appeal to the Human Resources Office within fifteen (15) calendar days of being served with the Notice of Discipline. The appeal shall constitute a request for a hearing, any objection to the factual basis for the discipline, objection to the form of the Notice of Discipline, procedural objection, or any other grounds for defense. (See section 11506 for what should be included in a Notice of Defense by the employee.)
- F. Upon receipt of the request from the employee, the Human Resources Office shall set the matter for hearing before the Personnel Advisory Board (Board) as expeditiously as possible and shall give the employee and his representative written notice of the time and place of the hearing.
- G. The Board will conduct the hearing(s) as it deems necessary to determine the pertinent facts related to the disciplinary action with the ALJ presiding. (Section 11512.) The ALJ shall rule on the admission and exclusion of evidence and on matters of law. The Board shall exercise all other powers relating to the conduct of the hearing, but may delegate any or all of them to the ALJ. Such hearing(s) will be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and Fire Department representative(s) shall have the right to appear before the Board during such hearings and may have counsel present. If either party appears before the Board, both shall be present.

Conduct of Formal Hearing

1. A record of the hearing shall be made and kept by use of a certified shorthand reporter who shall be selected by the City. The per diem fee of the shorthand reporter shall be borne by the City. The costs of transcription shall be borne by the party ordering the transcript.
2. All fees and expenses of the ALJ shall be borne by the City.
3. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses attendant to the presentation of evidence, shall be borne by the party at whose direction said expense is incurred.

4. At the time set for the hearing, the Board, with the assistance of the ALJ, shall hear, *de novo*, and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall be given the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person, employed at such employee's expense, in a representative capacity.
5. Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter. Hearsay that would be inadmissible in a civil or criminal proceeding cannot in and of itself support a finding by the hearing officer without corroboration. In general, the hearing officer shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing.
6. The burdens of proof and production of evidence on the charges shall be borne by the Department. The standard of proof shall be by a preponderance of the evidence. The employee will have the burden of proof on any affirmative defenses.
7. The ALJ shall rule on all questions pertaining to procedure, in connection with hearings held before the Board and the administrative law judge, provided that the Board shall retain the right to overrule the ALJ on any determination made by majority vote.
8. No later than ten (10) days prior to the date of commencement of the hearing the parties shall exchange lists of witnesses each intends to call at the hearing, and a list of documents it intends to introduce at the hearing. Copies of such documents shall be attached to the list provided for herein. They shall be served on opposing side on or before the tenth (10th) day prior to commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. These disclosure requirements do not apply to rebuttal witnesses. Neither party to the proceedings shall issue threats or take other actions reasonably calculated to discourage an identified witness from either testifying or from testifying other than consistent with the witnesses' best recollection and honest belief as to matters within his/her knowledge. However, the act of interviewing a witness shall not in and of itself be deemed violative of this section.
9. The Board and/or the ALJ shall be empowered to issue subpoenas for the production of persons and documents. The Board and/or the ALJ shall designate the subpoena form to be utilized in such case. The California Code of Procedure, Evidence Code and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.

- H. The Board shall prepare and certify its findings and recommendations in writing and submit them to the City Manager for review. The Secretary of the Board shall give written notice to the employee and the Fire Chief of its determination. A copy of the findings and recommendations shall be provided to the employee.
- I. The Board, with the assistance of the ALJ shall recommend to the City Manager to affirm, reverse or modify the decision appealed. The City Manager's decision shall constitute final administrative action by the City.
- J. Within 21 calendar days of receiving the Board's written findings and recommendations, the City Manager will issue his/her decision adopting, rejecting or modifying the discipline. The City Manager's decision shall become effective thirty (30) days after delivered or mailed to the employee.
- K. Continuances - A party shall apply for any continuance within ten (10) working days following the time the party discovered or reasonably should have discovered the event or occurrence which establishes good cause for the continuance. A continuance may be granted for good cause after the ten (10) working days have elapsed if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the condition or event establishing the good cause. (Section 11524.)
- L. Judicial Review - Judicial review of the City Manager's decision shall be sought within the time constraints of California Civil Procedure section 1094.6 (mandating that a petition for peremptory writ of mandate shall be filed not later than the 90th day following the date on which the City Manager's decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

Article XIV.

Other Legal Clauses

Section 1. Non-discrimination

The City and the Association agree that they shall not discriminate against any employee because of race, citizenship status, uniformed service member status, religion, color, national origin, ancestry, physical disability, mental disability, medical condition (cancer or genetic characteristics), marital status, sex (including gender and pregnancy), age, sexual orientation (including heterosexuality, homosexuality and bisexuality) or the exercise of rights under the Meyers-Miliias-Brown Act. The City and the Association shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU or to be in compliance with federal or state anti-discrimination laws.

Section 2. Severability

Should any provision of this MOU be found to be inoperative, void or invalid by a final decision of a court of competent jurisdiction, all other provisions of the MOU shall remain in full force and effect during the term of this Memorandum of Understanding.

Section 3. Strikes, Work Stoppages and Slowdowns

The City and Association mutually agree that differences shall be resolved without interruption in work. During the terms of this agreement, neither the Association, its officers or agents or any employees will for any reason authorize, condone, encourage or engage in a work slowdown or stoppage, strike or other interference with the work and functions or obligations to the City for the benefit of public safety. (*Resolution No. 3005*)

Section 4. Applicability of Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements in prior Memoranda of Understanding or other understandings, oral or written, express or implied, between the parties. This MOU shall govern the entire relationship of the parties and shall be the sole source between all rights which may be asserted hereunder. This MOU is intended to set forth the full statement of wages, hours and other terms and conditions of employment for employees represented by the Association during the term of this MOU. The City's personnel rules, policies and procedures are included in full in City Personnel Resolution No. 5969 and the City Personnel Policy and Procedures Manual (PPPM) and incorporated into the MOU by reference. If a provision in City Resolution No. 5969 or PPPM contradicts the MOU, the MOU governs. The parties agree that during the term of this MOU they shall not seek to negotiate or bargain concerning wages, hours, or other terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto irrespective of whether such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this paragraph, the parties may, by mutual agreement, and in writing, agree to meet and confer by any matter during the term of this MOU.

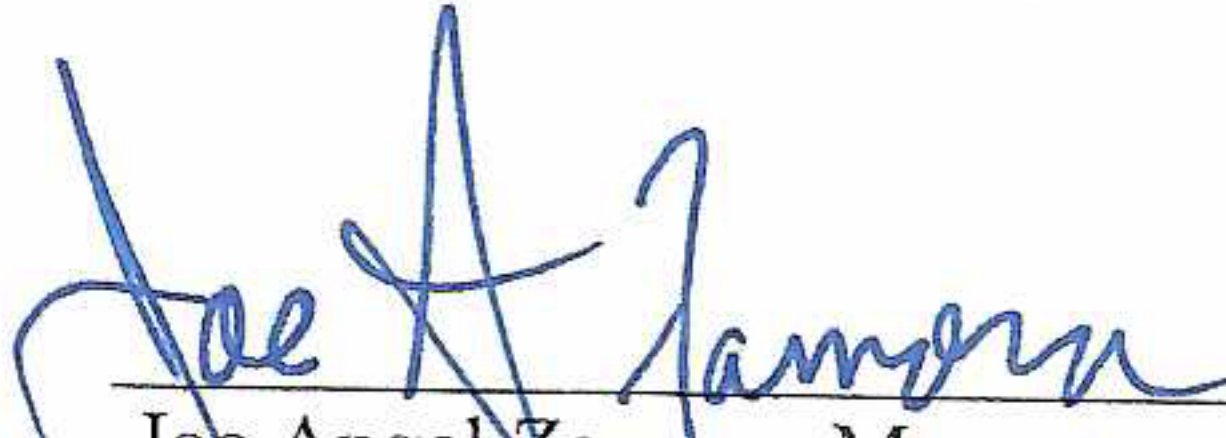
Section 5. Acknowledgement

This Memorandum of Understanding also recognizes the continuing efforts of the Santa Fe Springs Firefighters Association in assisting the City of Santa Fe Springs in filling the budget gap caused by the economic recession through concessions in pay and benefits for their represented members.

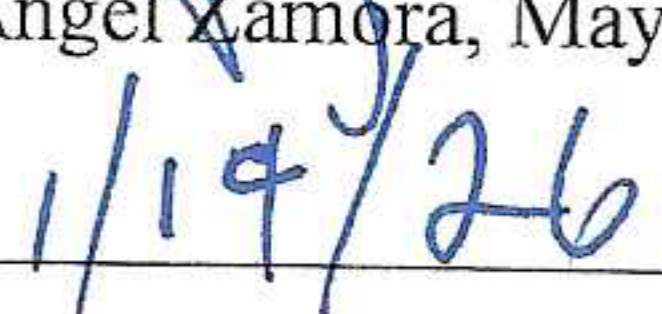
Section 6. Ratification and Execution

This MOU shall be effective only upon ratification by the Association and adoption by the City Council. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Association.

City of Santa Fe Springs




Joe Angel Zamora, Mayor

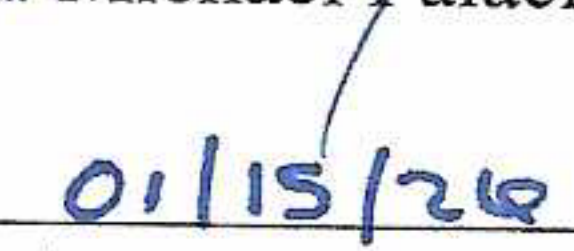


Date

Santa Fe Springs Firefighters Association



R. Michael Palacios, President



Date

APPENDIX

ENVIRONMENTAL JOB TITLES
Fire Marshal
Environmental Program Manager
Deputy Fire Marshal
Fire/Environmental Safety Specialist
Senior Fire/Environmental Safety Inspector
Fire/Environmental Safety Inspector

FIRE SAFETY JOB TITLES
Fire Captain
Fire Engineer
Firefighter/Paramedic
Firefighter/Paramedic Trainee
Firefighter

CHIEF OFFICERS JOB TITLES
Fire Chief
Assistant Fire Chief
Battalion Chief