

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF EL SEGUNDO

AND

EL SEGUNDO FIREFIGHTERS'  
ASSOCIATION, I.A.F.F., LOCAL 3682

OCTOBER 1, 2011 THROUGH SEPTEMBER 30,  
2013

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ARTICLE 1 - GENERAL PROVISIONS

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Section 1.01 PREAMBLE

1. This Memorandum of Understanding is made and entered into between the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.
2. The parties have met and conferred in good faith regarding employment conditions and it is mutually agreed that this Memorandum of Understanding shall be effective as described in Section 1.08, below. It is further agreed that except as provided herein, there will be no other negotiations for salaries, benefits, and working conditions for the term covered by this Memorandum unless both parties agree otherwise; and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.
3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 1.02 RECOGNITION

1. The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purpose, the unit shall consist of the following positions: Firefighter, Firefighter Special Assignment Paramedic, Fire Engineer, and Fire Captain.

Section 1.03 MANAGEMENT RIGHTS

1. Except as limited by specific and express terms of this agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.
2. The management and the direction of the work force of the City is vested exclusively in the City, and nothing in the agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission

and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

**Section 1.04      SAVINGS CLAUSE**

1. If any provision or the application of any provision of this Memorandum as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of this Memorandum shall remain in force and effect for the duration of said Memorandum.

**Section 1.05      NO STRIKE CLAUSE**

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.
2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

**Section 1.06      MAINTENANCE OF EXISTING BENEFITS**

1. The Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in this Memorandum of Understanding are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the execution of this agreement or which may have been omitted in the discussions which led up to the execution of this agreement, except as provided in this agreement or by mutual agreement of parties.
2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

**Section 1.07      NON-DISCRIMINATION CLAUSE**

1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.
2. The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employee opportunities for all employees. The City and the Union shall reopen any provision of this agreement 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 agreement dealing with State or Federal anti-discrimination laws.

**Section 1.08      NOTICE TO MEET AND CONFER**

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.
2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

**ARTICLE 2 - SALARIES**

**Section 2.01      SALARIES**

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
2. Effective October 14, 2008, the base salary of each affected employee shall be increased by 3.75%.
3. Effective the first payroll period commencing on or after July 1, 2009, the base salary of each affected employee shall be increased by 3.75%.
4. Effective the first payroll period commencing on or after July 1, 2010, the base salary of each affected employee shall be increased by 3.75%.
5. Attached to this Memorandum of Understanding as Exhibit 1, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01. Exhibit 1 consists of a document entitled "Schedule 1."

**Section 2.02 SCHEDULE OF CLASSES BY SERIES**

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

<b>Firefighter</b>	<b>483</b>	<b>Steps A - F</b>
<b>Engineer</b>	<b>497</b>	<b>Steps A - E</b>
<b>Captain</b>	<b>510</b>	<b>Steps A - E</b>

**Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY**

1. The methodology used in computing adjustments in monthly salary shall be as follows:
2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. First subtract from each step the flat dollar base enhancements incorporated in accordance with sections 6.04 and 6.05, and then multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, then the flat dollar enhancement in sections 6.04 and 6.05 (removed above) will be added to each step and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) employer paid member contribution picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

**Section 2.04 REGULAR RATE OF PAY**

1. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The "definition" used in this MOU is for general reference and does not override the specific definitions set forth in the FLSA. Therefore, as used in this MOU, the "regular rate of pay" is the remuneration paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

**Section 2.05**      **BASE SALARY SCHEDULE-STEP ADVANCEMENT**

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.
2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

**Section 2.06**      **FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD**

1. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

**Section 2.07**      **CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER**

1. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

**Section 2.08**      **SALARY PLACEMENT ON PROMOTION**

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.

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- 2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.
- 3. Any affected employee assigned to and performing the duties of a paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

**Section 2.09      GARNISHMENTS**

- 1. Effective July 1, 1989, employees whose City paychecks are garnished shall have caused to be deducted from their paycheck a one time per occurrence set-up fee of \$35 and \$10 for every paycheck in which their wages are garnished.

**Section 2.10      FLEXIBLE SPENDING ACCOUNT**

- 1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

**ARTICLE 3 - INCENTIVE COMPENSATION**

**Section 3.01      PARAMEDIC SPECIAL ASSIGNMENT PAY**

- 1. Effective October 14, 2008, Paramedics shall be entitled to receive special assignment pay as follows:
  - a. While assigned to the trainee level, no paramedic special assignment pay shall be provided;
  - b. During the first year of paramedic service after accreditation, special assignment pay equal to fifteen percent (15%) above base salary pursuant to Schedule 1, PM level 2.
  - c. During the second year and following years of paramedic service, paramedic special assignment pay equal to twenty percent (20%) above base salary pursuant to Schedule 1, PM level 3.
  - d. Paramedics working under any of the staffing policies to replace a firefighter position shall be compensated at pay equal to PM level 1 pursuant to Schedule 1.

\*Trainee level is completed upon accreditation as a paramedic by the County of Los Angeles.

Section 3.02 PARAMEDIC LICENSE INCENTIVE

1. Effective October 14, 2008, permanent sworn employees with a minimum of two years with the El Segundo Fire Department not assigned to special assignment paramedic duties that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Schedule 1 PM Level 1.
2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty.

When no special assignment paramedic can be reasonably called in from off duty, then the following procedure will be used.

- a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.
  - b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)
  - c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)
  - d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)
  - e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.
3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents

available for inspection by the City, they shall be compensated as per the provisions in this MOU.

4. The City shall continue to provide an EMS Educator.

**Section 3.03 FIRE STAFF PREMIUM PAY**

1. Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

**Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY**

- 1. Unit members will receive incentive pay for possession of hazardous materials certification (operational level - first responder).
- 2. Effective October 14, 2008, pay for operational level of hazardous material certification (FRO) shall be at the monthly amount set forth in Schedule 1, HAZ MAT.

**Section 3.05 LIGHT-DUTY PAY**

1. When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

**Section 3.06 FIRE INVESTIGATOR PREMIUM PAY**

1. The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a \$50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

**Section 3.07 TILLER PREMIUM PAY**

1. If the City makes operational a TRACTOR/TRAILER TILLER TRUCK, Personnel agree to participate in special training to operate said equipment. This training will be provided by the City during their regular duty shifts. Personnel certified by the City to operate said equipment shall receive a monthly stipend of \$50.00.

**Section 3.08 DRIVER'S LICENSE PREMIUM PAY**

1. All employees, whether in the rank of Engineer or not, who possess a Class "A" Driver's License will be paid a \$50/month stipend in addition to the stipend for EMT/Class "B" (inclusive

of PERS retirement). This stipend will commence with the purchase of the equipment and submission by the employee of proof of the license. Pursuant to California Department of Motor Vehicle changes effective January 1, 2011, all employees who possess a Commercial Class "A" driver's license or who possess a California Class "C" driver's license with a firefighter endorsement and are qualified to operate a class "A" vehicle by El Segundo Fire Department Standards, will be paid a \$50/month stipend.

- 2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped and otherwise qualified employees shall remain eligible for the stipend until such time as the City again provides the said training and means.

**Section 3.09 REQUESTING INCENTIVE COMPENSATION**

- 1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

<u>Incentive Compensation</u>	<u>Required Proof</u>
Paramedic special assignment pay:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Paramedic license incentive:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Hazardous Materials FRO incentive:	California State certification as a Hazardous Materials First Responder Operational Level - with Weapons of Mass Destruction component.
Educational Programs-Class A & B CDL:	Valid and current California Class B license and medical certification.
Educational Program - EMT-D:	A current EMT-D certification
Educational Program - Units:	Official or unofficial transcript listing required units.
Educational Program - Certificate:	Certificate, or official or unofficial transcript listing certificate earned.
Educational Program - Degrees	Diploma, or official or unofficial transcript listing degree earned.

In addition, for incentive items that are renewed (Paramedic, HM-FRO, Class A & B CDL, and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive

pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

**ARTICLE 4 - EDUCATIONAL PROGRAMS**

**Section 4.01 INCENTIVE PAY**

**EFFECTIVE October 14, 2008**

1. Employees with two or more years of service with the El Segundo Fire Department and possessing a valid Commercial Class "B" Driver's License, or who possesses a California Class "C" driver's license with a firefighter endorsement and who are qualified to operate a Class "B" vehicle by El Segundo Fire Department Standards and possessing a valid EMT-D certification or Los Angeles County Paramedic Accreditation shall be compensated in the monthly amount of \$50.00.
2. Effective October 14, 2008, additional educational incentive compensation shall be as follows and as set forth in the applicable range in Schedule 1, attached and incorporated into this MOU as Exhibit 1.
  - a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science and two years of service with the El Segundo Fire Department - pursuant to Schedule 1, Fire Units;
  - b. Associate of Arts Degree with at least twenty units in Fire Science and 7.5 years of service with the El Segundo Fire Department - pursuant to Schedule 1, AA Degree;
  - c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 10 years of service with the El Segundo Fire Department - pursuant to Schedule 1, BA Degree;
  - d. Master's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief and 15 years of services with the El Segundo Fire Department - pursuant to Schedule 1, MA Degree.
  - e. The above amounts shall not be cumulative.

**Section 4.02 ELIGIBILITY**

1. Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein. Each employee who qualifies for educational incentive pay shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for educational incentive pay, an employee shall cease to receive such pay during any time period that: the employee does not meet

the requirements for educational incentive pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

**Section 4.03      CONTINUOUS TRAINING**

- 1. The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

**ARTICLE 5 - LONGEVITY ACHIEVEMENT PAY**

**Section 5.01      TENURE AND COMPENSATION SCHEDULE**

- 1. Effective October 14 2008, employees shall be compensated for continuous City fire service longevity requirements as follows:
  - a. Upon completion of six and one-half years of service, monthly payments pursuant to Schedule 1, "Long 6.5 Level 1";
  - b. Upon completion of thirteen years of service, monthly payments pursuant to Schedule 1 "Long 13 Level 2";
  - c. Upon completion of nineteen and one-half years of service, monthly payments pursuant to Schedule 1 "Long 19.5 Level 3";
  - d. Upon completion of twenty-six years of service, monthly payments pursuant to Schedule 1 "Long 26 Level 4".

**Section 5.02      ELIGIBILITY**

- 1. After qualifying for longevity pay, an employee shall cease to receive such pay during any time period that: the employee does not meet the requirements for longevity pay; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this incentive under the terms stated above shall have their incentive pay reinstated the first payroll period following his/her re-qualification.

**ARTICLE 6 - INSURANCE ACTIVE EMPLOYEES**

**Section 6.01 BASIC HEALTH AND MEDICAL INSURANCE**

- 1. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

**Section 6.02 OPTICAL INSURANCE PROVIDER**

- 1. The optical insurance plan to be selected by the City will be the Teamsters' proposed vision plan provided through Vision Care Plan or a plan with similar benefits.

**Section 6.03 HEALTH INSURANCE FORMULA**

- 1. The monthly City-paid health insurance premium contributions for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents under the HMOs available to the employees under the Public Employees' Medical and Hospital Care Program in the "Los Angeles Area", as that term is defined by CalPERS.
- 2. The Firefighters' Association has filed a January 2, 2009 grievance regarding the manner in which the City has implemented Section 6.03 during the prior 2003-08 MOU. Adoption of this 2008-11 MOU shall not constitute a waiver by any party of any position/defenses it may elect to assert in the pending grievance/related litigation, nor is adoption of this MOU evidence of support for the position that may be asserted by any party to the grievance/related litigation.

**Section 6.04 DENTAL, OPTICAL AND LIFE INSURANCE**

- 1. Effective July 1, 2008 the City will add to each step of the employee's base salary a flat dollar amount equal to 100% of the premiums for the agreed upon dental, optical and life insurance for employees and eligible dependents. This flat dollar amount shall be adjusted yearly equal to 100% of the new premiums and added to base salaries prior to the first payroll period in December. Any insurance premiums the employee becomes obligated to pay will be deducted from the employee's paycheck and if eligible through the City's established flex plan under section 125 of the Internal Revenue Code. Effective the benefit year beginning January 1, 2012, the City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance.

**Section 6.05 LONG-TERM DISABILITY INSURANCE**

- 1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters group Long-Term Disability Insurance. These payments shall be

reported to the taxing authorities as ordinary income of the employees.

- 2. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical insurance and retirement payments as if the employee were not on Leave.
- 3. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

**Section 6.06      CATASTROPHIC LEAVE PROGRAM**

The Catastrophic Leave Program is as follows:

a.      Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b.      Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c.      Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100)hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

**Section 6.07 LONG TERM CARE GROUP INSURANCE**

1. Effective July 1, 2003 the City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

**Section 6.08 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH**

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.

2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

**Section 6.09 MAXIMUM CITY FUNDING OF ACTIVE EMPLOYEE/RETIREE INSURANCE PREMIUMS**

Effective October 1, 2011, the cumulative monthly City-funding of any PERS medical insurance plans for active employees and/or retirees, shall not exceed \$1600.00 per month.

**Section 6.10 REOPEN ON HEALTH CARE PROVIDER**

1. During the term of this agreement, either party may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for employees and their families (i.e., provides comparable benefits to current plan including portability). There will be no change in insurance plans prior to the January 2010 plan year without agreement of the parties.

**ARTICLE 7 - INSURANCE RETIRED EMPLOYEES**

**Section 7.01 CITY SPONSORED MEDICAL INSURANCE PLANS**

- 1. The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

**Section 7.02 OTHER MEDICAL INSURANCE PLANS**

- 1. The City shall contribute up to \$120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.
- 2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be \$75.00.

**Section 7.03 ELIGIBILITY RETIREE MEDICAL INSURANCE**

- 1. Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City's group insurance plans except as may be mandated by law (e.g., COBRA).

**ARTICLE 8 - SICK LEAVE**

**Section 8.01 SICK LEAVE ACCRUAL**

- 1. Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of firefighter, paramedic, fire engineer, and fire captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month's service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

**Section 8.02 SICK LEAVE USAGE FOR FAMILY CARE**

- 1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The City shall require each affected employee utilizing sick leave for said purpose to provide in



**ARTICLE 9 - VACATION LEAVE****Section 9.01 VACATION ACCRUAL 40-HOUR WORK WEEK**

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;
  - b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;
  - c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

**Section 9.02 VACATION ACCRUAL 24-HOUR SHIFT**

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.
  - b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.
  - c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

**Section 9.03 VACATION ELIGIBILITY**

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.
2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

**Section 9.04 VACATION BUY BACK**

1. Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the regular rate of pay of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee. During the term of this MOU only, no vacation buy back will be allowed.

**Section 9.05 VACATION ACCRUAL ON IOD**

- 1. An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

**Section 9.06 PROMOTION AND TRANSFER ELIGIBILITY**

- 1. Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

**Section 9.07 PAYOUT ON TERMINATION**

- 1. Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

**Section 9.08 EMERGENCY USE**

- 1. For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

**Section 9.09 Limited Use Time**

- 1 Current Limited use off time may to be used in the same manner as vacation time and may result in an overtime. All El Segundo Fire Association Limited Use Time banks must be exhausted by September 30, 2012.

**ARTICLE 10 - OVERTIME**

**Section 10.01 GENERAL**

**1. Effective July 1, 2006**

- a. All of the members of the Fire Department shall be subject to call for service at any time.
- b. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked or

regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 182 hours in a 24 day work period. This MOU periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq.

- c. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked or regarded as having been worked because of a paid leave of absence in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

**Section 10.02 OVERTIME UNDER FLSA**

**1. Effective July 1, 2006**

- a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee's hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

**Section 10.03 RECALL/FORCED HIRE COMPENSATION**

**1. Effective July 1, 2006**

- a. Employees subject to recall shall be paid a minimum of four (4) hours at time and one-half. Employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half. The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

**ARTICLE 11 - DEFERRED COMPENSATION PROGRAM**

**Section 11.01 ELIGIBILITY / PROGRAM ADMINISTRATOR**

- 1. Union members are eligible to participate in the City's approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

**Section 11.02 DEFERRED COMPENSATION MATCHING FUNDS**

- 1. Effective July 1, 2007 the City shall match contributions made by the employee to the City's Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. The City shall deposit the matching funds on behalf of the employee into the City's Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code on or before December 10<sup>th</sup> of each year. The matching contribution shall be based on the

contributions made by the employee to the 457 plan for the calendar year. For fiscal years ending in 2011, and 2012 only, the city shall make no contributions to the employees 401A, deferred compensation account. The City shall re-implement the deferred compensation plan starting January 1, 2013.

**ARTICLE 12 - RETIREMENT - PERS**

**Section 12.01 THREE PERCENT AT FIFTY-FIVE**

- 1. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21362 of the California Government Code. In addition, each such employee shall be entitled to the Level 3 Survivors' Benefits and entitled to elect to receive credit for prior military service in accordance with Section 21024 of the California Government Code.

**Section 12.02 SURVIVORS BENEFIT**

- 1. The City of El Segundo has modified its PERS contract to provide level four survivors benefit for unit members.
- 2. As soon as practicable, the City shall modify its PERS contract to provide for the Government Code § 21548 PRE-RETIREMENT OPTION 2W DEATH BENEFIT.

**Section 12.03 RETIREMENT FORMULA**

- 1. Employees shall have their retirement calculated on single highest year in accordance with Section 20042 of the California Government Code.

**Section 12.04 PERS PAYMENT PICK-UP**

- 1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent(9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code(IRC) Section 414(h)(2).
- 2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.

**Section 12.05 PERS "COST-SHARING"**

- 1. Effective as soon as is reasonably possible, the City shall amend its contract with PERS to provide for a Government Code § 20516(a) authorized sharing by sworn (safety) members of the unit of representation of the cost of optional retirement benefits. In conjunction with the contract amendment, sworn unit members shall participate in cost sharing by contributing three percent (3%) of compensation earnable as of October 1,

2011 toward the cost of optional benefits elected by the City on or after January 1, 1979. This member contribution shall be normal contributions over and above normal contributions otherwise required by statute and shall be treated as normal contributions to the extent mandated by statute.

2. The parties also acknowledge that implementing the above Government Code §20516(a) PERS contract amendments as to sworn unit members will entail the passage of an unspecified period of time. Therefore, the parties further agree that for the period retroactive to the adoption date of this MOU, through and including the effective date of a Government Code § 20516(a) PERS contract amendment, this MOU shall reflect the parties' agreement to utilize Government Code § 20516(f) to effectuate an interim agreement which shall provide that effective retroactive to the adoption of the date of this MOU, sworn unit members shall participate in PERS cost sharing by contributing three percent (3%) of compensation earnable as of October 1, 2011 toward the current service cost of benefits. Prior to the effective date of the above described Government Code § 20516(a) PERS contract amendment, such employee cost-sharing shall, to the extent authorized by the IRS and/or Franchise Tax Board, be implemented through pre-tax payroll deductions in the manner contemplated by Government Code § 20516(f).

The parties understand, agree and acknowledge that implementation of a Government Code § 20516(a) PERS contract amendment regarding "local fire safety" employees is contingent upon all "local fire safety" employees in the City being concurrently subject to the contract amendment. Therefore, if all "local fire safety" employees not represented by the Association do not agree to the Government Code § 20516(a) method of cost-sharing, then the cost-sharing for the unit members shall continue to be effectuated by the Government Code § 20516(f) method of implementing cost-sharing.

3. This provision shall terminate upon the expiration of this MOU, at which time the cost-sharing arrangement will be discontinued unless the parties mutually agree otherwise.

### **ARTICLE 13 - UNIFORM AND SAFETY EQUIPMENT**

#### **Section 13.01 UNIFORM MAINTENANCE PROGRAM**

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding

and shall not be subject to a grievance procedure or to judicial review.

2. Additionally, each member of a represented classification shall be provided with an annual uniform maintenance allowance of \$325, distributed quarterly on a prorated basis.

**Section 13.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS**

1. In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

**Section 13.03 DEPARTMENT UNIFORM OFFICER**

1. The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

**ARTICLE 14 - BEREAVEMENT LEAVE**

**Section 14.01 GENERAL**

1. A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, child, mother, father, grandparents or sibling.

**Section 14.02 USE OF OTHER LEAVES**

1. No other emergency leave shall be provided, except as outlined in Sections 8.02 and 9.10.

**Section 14.03 DOCUMENTATION**

1. Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

**ARTICLE 15 - COMPUTER LOAN PROGRAM**

**Section 15.01 GENERAL**

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of \$4000 cumulative interest free loan to purchase personal computer hardware and software. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll

deductions over a three-year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

- 2. City shall retain title, as security, to any equipment purchased with funds from the above-described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.
- 3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.

**Section 15.02 INITIAL LOAN**

- 1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of \$4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.

**Section 15.03 ELIGIBLE PURCHASES**

- 1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.

**ARTICLE 16 - SAFETY COMMITTEE**

**Section 16.01 SELECTING MEMBERS**

- 1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

**Section 16.02 PURPOSE**

- 1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.
- 2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.

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3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
  4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.
  5. Issue department safety bulletins at the direction and approval of the Fire Chief.
  6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

**Section 16.03 MEETINGS**

1. The committee shall meet at the discretion of their selected chairperson.

**ARTICLE 17 - TRAINING REIMBURSEMENT**

**Section 17.01 PARAMEDIC TRAINING REIMBURSEMENT**

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:
  - a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.
  - b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.
  - c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.
  - d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.
2. The City's costs will be limited to the following:
  - a. Primary Paramedic Training.
  - b. State Accreditation Fee.
  - c. L.A. County Accreditation Fee.

**Section 17.02 DEPARTMENT INSTRUCTOR TRAINING**

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor

for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:

- a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.
  - b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.
  - c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.
  - d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.
  - e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.
2. To determine reimbursement costs, the City's cost will be limited to the following:
- a. Fees for the course(s).
  - b. Travel, per diem and lodging expense.

**ARTICLE 18 - EDUCATIONAL REIMBURSEMENT**

**Section 18.01 REIMBURSEMENT FOR COURSES**

- 1. For unit employees hired after July 5, 1975, the City will pay the employee \$375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is \$1,500.
- 2. During the term of this agreement, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

**Section 18.02     REIMBURSEMENT FOR TUITION AND BOOKS**

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)
  - a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.
  - b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.
  - c. Tuition and book reimbursement is not to exceed \$2,000 for each affected employee per calendar year.
  - d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Administrative Services.
  - e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.
  - f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.
  - g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

**Section 18.03     CITY REIMBURSEMENT AGREEMENT**

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:
  - a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

**Section 18.04     CITY REIMBURSEMENT SCHEDULE**

1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

**ARTICLE 19 -TEMPORARY APPOINTMENTS**

**Section 19.01 GENERAL**

1. Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

**Section 19.02 METHOD FOR FILLING VACANCIES**

1. Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long term vacancies expected to be longer than eight (8) weeks.

**Section 19.03 GUIDELINES**

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.
  - a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
  - b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

**Section 19.04 PARAMETERS FOR CONFERRING**

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
  - a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.
  - b. The provisional appointment is needed to relieve an over burden of staffing replacement hours.



**Section 20.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)**

- 1. The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

**ARTICLE 21 - MATERNITY LEAVE**

**Section 21.01 EQUAL BENEFITS**

- 1. Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

**Section 21.02 WORKING AND REPORTING**

- 1. It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

**Section 21.03 LIGHT DUTY**

- 1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

**Section 21.04 LEAVE**

- 1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of "disabled because of pregnancy" includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee's other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the

employee's physician or her other licensed health-care provider. At the end of the employee's period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act ("CFRA") eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

**Section 21.05      NOTICE OF LEAVE**

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.
  - a. The City reserves the right to require written confirmation from the employee's physician or the employee's other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.
  - b. The City reserves the right to require written verification from the employee's physician or the employee's other licensed health-care practitioner that her disability has ceased before the employee returns to work.

**Section 21.06      RETURNING TO WORK**

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:
  - a. The job ceases to exist because of legitimate business reasons unrelated to the employee's pregnancy disability leave (e.g., layoff); or
  - b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.

**Section 21.07      COMPARABLE POSITION**

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:
  - a. There is no comparable position available; or
  - b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position

with the returning employee would substantially undermine the City's ability to operate safely and efficiently.

- c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

**Section 21.08     RIGHTS**

- 1. Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

**ARTICLE 22 - POLICY AND PROCEDURE AGREEMENTS**

**Section 22.01     DISABILITY RETIREMENT APPEAL PROCEDURES**

- 1. The parties have agreed upon a disability retirement appeal procedure dated May 2010.

**Section 22.02     ANNUAL FITNESS FOR DUTY PROCEDURES**

- 1. The parties have agreed upon an annual fitness for duty policy and associated forms as indicated by initialing and dating the forms and policy on June 9, 2003.

**Section 22.03     INJURY ON DUTY PROCEDURES**

- 1. The parties have agreed upon a injury on duty procedures dated June 18, 2003

**Section 22.04     MODIFIED DUTY PROCEDURES**

- 1. This is a temporary light duty procedure, as part of occupational injury and illness policy.
- 2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.
- 3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the

department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.

- 4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.
- 5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

**Section 22.05 REHIRE POLICIES**

- 1. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

**Section 22.06 RANK FOR RANK POLICY**

- 1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

**Section 22.07 DRUG-FREE WORKPLACE POLICY**

- 1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.

**Section 22.08 LAYOFF AND RECALL POLICY**

- 1. Definitions
  - a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.
  - b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

## 2. Grounds for Layoff

a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

1. Temporary, part-time and seasonal employees;
2. Probationary employees;
3. Employees who have finished their probationary period.

## 3. Notice to Employees

a. An Employee filling a full time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

## 4. At-Will Employees

a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

## 5. Benefit Payoff

a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

## 6. Procedures for Layoff

a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

## 7. Procedures for Reduction or Displacement

a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special

assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Paramedic Assignment shall be considered below Fire Engineer and above Firefighter.

#### 8. Bumping Rights

- a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

#### 9. Breaking Ties

- a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).
  1. Overall raw score.
  2. Raw score of the oral interview.
  3. Raw score of the Practical (Engineers)
  4. Raw score of the written examination.
  5. The earliest date and time of application.

#### 10. Salary Placement

- a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. Reemployment List

- a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

- a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

- a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

- a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

**Section 22.09 GRIEVANCE PROCEDURE****Effective October 1, 2011**1. Purpose

- a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.

- b. To provide that grievances shall be settled as near as possible to the point of origin.
- c. To provide that the grievance procedures shall be as informal as possible.

2. Definition

- a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by this agreement. Such controversy must pertain to any of the following:
  - 1. Any matter involving the application of any provision of this agreement; or
  - 2. Any matter involving the violation(s) of any provision or intent of this agreement; or
  - 3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this agreement; or
  - 4. Any protests of ratings or performance evaluations.

3. Evaluations

- a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Administrative Services within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Administrative Services will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Administrative Services. The Director of Administrative Services may invite other members of management to be present at such meeting. The Director of Administrative Services will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Administrative Services shall be final.

4. Discipline

- a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586,. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.
2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.
3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.
4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.
5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Administrative Services within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles

County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Administrative Services shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

#### 6. Representation

- a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Administrative Services, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars (\$3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

#### 7. Witnesses

- a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

#### 8. Time Limits

- a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

### Section 22.10 SHIFT TRADE POLICY

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

**Section 22.11 NO SMOKING POLICY**

1. Effective July 1, 1987, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.
2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty.

**Section 22.12 MEDICAL EXAMINATION POLICY**

1. Firefighters shall be annually examined by a local medical doctor selected by the City, except Fire Fighters under thirty-five years of age, who shall be examined every two years.
2. For fiscal years ending in 2012, 2013, the ESFA agrees to forego their annual medical examinations. Annual medical exams will resume in calendar year 2014.

**Section 22.13 MILITARY LEAVE POLICY**

1. City shall provide military leave in accordance with law.

**Section 22.14 ELECTION DAY VOTING POLICY**

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

**Section 22.15 JURY DUTY**

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:
  - a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
  - b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
  - c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the

court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

- d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.
- f. The employee must provide documentation of his or her daily attendance on Jury Duty.

### **Section 22.16 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

#### **Effective October 1, 2011**

Attached to this MOU as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

## **ARTICLE 23 - UNION BUSINESS**

### **Section 23.01 BULLETIN BOARDS**

1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

### **Section 23.02 UNION MEETINGS**

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.
2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

### **Section 23.03 CONDUCT OF UNION/ASSOCIATION BUSINESS**

1. Effective July 1, 2000, each fiscal year representatives designated by the Union shall be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than

four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

**Section 23.04 AGENCY SHOP CLAUSE**

**Effective October 1, 2011**

Pursuant to California Government Code Section 3502.5, the parties agree to institute an "Agency Shop" agreement whereby an employee in the unit of representation covered by this Agreement is required, as a condition of continued employment, either to join the El Segundo Firefighters' Association or pay it a service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization. As a result, each bargaining unit employee must either:

1. Elect to join the Union and pay union dues; or
2. Pay an agency fee for representation; or
3. With a bona fide religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

**Union Dues/Agency Fee Collection**

Effective January 1, 2012, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

4-13-11

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.

The Union shall notify in advance all affected employees and the City if the amount will change.

#### New Hire Notification

Effective January 1, 2012, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee's choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

#### Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee's name, classification and date of hire.

#### Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to make a contribution equal to the Agency Fee, to one of the following non-labor, non-religious charitable organizations: South Bay Police & Fire Memorial Foundation; Alisa Ann Ruch Burn Foundation; Muscular Dystrophy Association; El Segundo Education Foundation.

#### Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Rescission of Agreement

The Agency shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

**ARTICLE 24 - HOLIDAYS**

**Section 24.01 ACCUMULATION**

- 1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

**Section 24.02 ANNUAL PAYMENT**

- 1. The City shall have the option to issue eligible employees one check annually inclusive for sick leave pay, and holiday pay in November, but not later than on or about December 10. Benefits shall be paid at the employee's regular rate of pay existing at the time the check is processed.

**Section 24.03 PERS PICK-UP**

The City will pay 100% of the members' PERS contribution on Holiday pay. This provision shall not be applicable during the term of this MOU only and will be re-instated immediately upon the expiration of this MOU.

**ARTICLE 25 - MISCELLANEOUS**

**Section 25.01 PROMOTIONAL EXAMINATION REQUIREMENTS**

- 1. Effective July 1, 2003
  - a. Candidates for Fire Captain promotional examinations shall be required to have 4 years firefighting experience and possess an AA or AS Degree, which includes a curriculum in Fire Science or 10 years of firefighting experience with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

2. Effective July 1, 2006

- a. Candidates for Battalion Chief promotional (or closed promotional) examinations shall be required to have eight (8) years experience in the fire service including 4 years as a captain, possess a Bachelor's Degree or 10 years of service as a Fire Captain with the El Segundo Fire Department. If the promotional testing is declared to be open-competitive the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.

**Section 25.02 OPPORTUNITY TO REVIEW MATERIALS**

- 1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

**Section 25.03 TRAINING PUBLIC AND EMPLOYEES**

- 1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.
- 2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with the MOU.

**ARTICLE 26 - SCHEDULE**

**Section 26.01 SCHEDULE - SUPPRESSION EMPLOYEES**

- 1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.



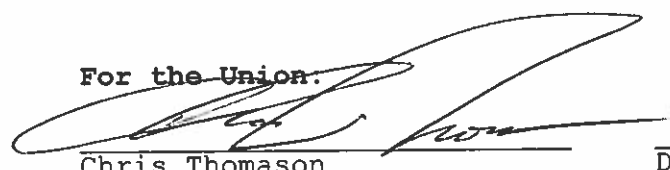
ARTICLE 30 - SIGNATURES

Section 30.01 SIGNATURES

1. This Memorandum of Understanding, October 1, 2011 to September 30, 2013 consisting of fifty-two(52) initialed pages, including the cover, index, Exhibit I and signature pages, is made and entered into between the Union and the City as amended

9/27/2011 CC

For the Union:



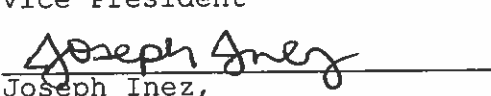
Chris Thomason  
President




Curt Crowson,  
Vice-President



Tony Del Castillo  
Vice President




Joseph Inez,  
Treasurer



Adam Kruse,  
Secretary

For the City:



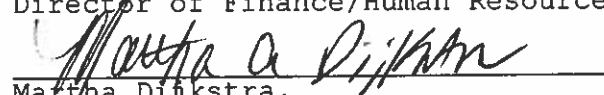
Doug Willmore,  
City Manager



Kevin Smith,  
Fire Chief



Deborah Cullen,  
Director of Finance/Human Resources



Martha Dijkstra,  
Human Resources Manager

**EXHIBIT I**

**SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS  
OF PUNITIVE ACTION  
UNDER THE  
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

**1. DEFINITIONS**

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

**2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS**

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a



- iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.
- b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.
- c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.
- d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.
- e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.
- f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.
- g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

- h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

- a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
- b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.
- c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve

as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.

- d. Burden of Proof- The Fire Department ("Department") shall bear the burden of proof at the hearing.
  - i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.
  - ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
  
- e. Conduct of Hearing-
  - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
  - ii. The parties may present opening statements.
  - iii. The parties may present evidence through documents and testimony.

- 4, 9 2 . . .
- aa. Witnesses shall testify under oath.
  - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.
  - cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
- iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
- f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.
- i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer's decision is final and binding, without further appeal or review.

## Exhibit 1

CITY OF EL SEGUNDO  
 FIREFIGHTER SALARY TABLE  
 EFFECTIVE OCTOBER 2011

RANGE	POSITION	MONTHLY BASE PAY	
		STEP	
483	FIREFIGHTER	Step A	5,380.70
		Step B	5,640.25
		Step C	5,912.75
		Step D	6,198.89
		Step E	6,499.33
		Step F	6,814.79

RANGE	POSITION	MONTHLY BASE PAY	
		STEP	
497	FIRE ENGINEER	Step A	6,512.27
		Step B	6,828.38
		Step C	7,160.29
		Step D	7,508.80
		Step E	7,874.74

RANGE	POSITION	MONTHLY BASE PAY	
		STEP	
510	FIRE CAPTAIN	Step A	7,523.82
		Step B	7,890.50
		Step C	8,275.53
		Step D	8,679.80
		Step E	9,104.28

Exhibit 1 / Schedule 1

CITY OF EL SEGUNDO  
 FIREFIGHTER SALARY TABLE  
 EFFECTIVE: OCTOBER 2008  
 CONVERSION TO FLAT INCENTIVES (EXCEPT PM LEVEL 2 AND PM LEVEL 3)

RANGE	POSITION	STEP	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1	PM LEV 2	PM LEV 3
483	FIREFIGHTER	Step A	144.36	144.36								505.27	748.99	998.66
		Step B	151.33	151.33								529.67	785.16	1,046.88
		Step C	158.65	158.65								555.29	823.13	1,097.51
		Step D	166.34	166.34								582.19	863.01	1,150.67
		Step E	174.41	174.41								610.44	904.87	1,206.50
		Step F	182.89	182.89	548.66	792.51	1,219.24	426.73	1,036.35	1,645.97	2,377.52	640.10	948.83	1,265.11
					All above "F" Step" due to time on job requirement									

RANGE	POSITION	STEP	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1
497	ENGINEER	Step A	174.76	174.76	524.28	757.29	1,165.06	407.77	990.30	1,572.83	2,271.87	611.66
		Step B	183.25	183.25	549.75	794.09	1,221.67	427.59	1,038.42	1,649.26	2,382.26	641.38
		Step C	192.17	192.17	576.50	832.72	1,281.12	448.39	1,088.95	1,729.51	2,498.17	672.59
		Step D	201.53	201.53	604.59	873.29	1,343.53	470.24	1,142.00	1,813.76	2,619.88	705.35
		Step E	211.36	211.36	634.08	915.89	1,409.06	493.17	1,197.70	1,902.24	2,747.67	739.76

RANGE	POSITION	STEP	HAZ MAT	FIRE UNITS	AA 7.5 YRS	BA 10 YRS	MA 15 YRS	LONG 6.5 LEV 1	LONG 13 LEV 2	LONG 19.5 LEV 3	LONG 26 LEV 4	PM LEV 1
510	CAPTAIN	Step A	201.93	201.93	605.80	875.04	1,346.22	471.18	1,144.29	1,817.39	2,625.13	706.76
		Step B	211.78	211.78	635.35	917.73	1,411.89	494.16	1,200.10	1,906.05	2,753.18	741.24
		Step C	222.13	222.13	666.38	962.55	1,480.84	518.29	1,258.71	1,999.13	2,887.64	777.44
		Step D	232.99	232.99	698.96	1,009.61	1,553.24	543.63	1,320.25	2,096.87	3,028.82	815.45
		Step E	244.39	244.39	733.17	1,059.02	1,629.26	570.24	1,384.87	2,199.50	3,177.06	855.36