

RESOLUTION NO. 7380

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of South Pasadena's (City) negotiating team met and conferred with the South Pasadena Firefighters' Association (FFA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the FFA have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

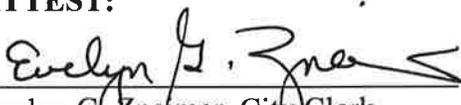
SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this City Council meeting agenda item.

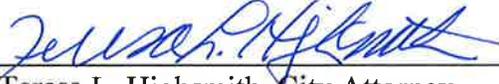
SECTION 2. This resolution supersedes Resolution No. 7263.

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.


Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAINED: None



Evelyn G. Zheimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2014-2017

**CITY OF SOUTH PASADENA
MEMORANDUM OF UNDERSTANDING
WITH FIREFIGHTERS' ASSOCIATION
2014-2017**

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1. PARTIES, TERMS AND CLASSIFICATIONS RECOGNIZED

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA FIREFIGHTERS ASSOCIATION hereinafter referred to as the "Association" as the exclusive representative for all full-time officers and employees, excepting the classifications of Fire Chief, Deputy Chief, Fire Intern, and Administrative Secretary of the South Pasadena Fire Department.

1(b) REPRESENTED CLASSIFICATIONS

Existing Classifications: The following are the classifications represented by the Firefighters Association:

- | | |
|----------------|-----------------------------|
| A.Captain | C.....Firefighter/Paramedic |
| B.....Engineer | D.Firefighter |

1(c) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City," and the Association pursuant to Government Code section 3500 et. seq.

1(d) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2014 and shall continue in full force until June 30, 2017.

1(e) REOPENERS

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2014-2015, 2015-2016 or 2016-2017 fiscal years:

Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of

local funds, shall be included in measuring the five percent (5%) reduction),

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

PERSONNEL RULE REOPENER: During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

2. ASSOCIATION RIGHTS

2(a) DUES AND BENEFITS DEDUCTIONS

The City shall continue to deduct dues and Association-sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorize the deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within thirty (30) days following the deduction. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

2(b) CHANGE OF STATUS REPORT

The City shall send to the Association on a monthly basis a change-of-status record of those Association members who are terminated, on leave-of absence, or temporarily disabled.

2(c) GRIEVANCE REPRESENTATION

The City shall provide for the following rule on representation and grievance procedures:

An employee with a grievance may select a representative from the association to assist the employee in utilizing the grievance procedure:

1. The representative shall obtain approval of his/her immediate supervisor before spending any work time in activity related to the grievance procedure. Representatives may spend the time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to grievance processing, investigate allegations that may form the basis for the grievance, and if so requested, appear with the grievant at all levels of grievance resolution. This activity may be undertaken without reprisal, discrimination or intimidation.

The following steps shall be taken to ensure that this activity does not interfere with the ongoing operations of the Department:

2. The representative may not leave his/her workstation or enter a work location under the supervision of other than his immediate supervisor without obtaining prior approval of the concerned supervisors.
3. No overtime pay will be paid for any time spent in the processing of grievances and the time spent on grievance representation and processing shall not be considered "hours worked" for purposes of overtime calculations.

3. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- a. The exclusive right to determine the mission of its constituent departments, commissions, boards;
- b. Set standards and levels of service;
- c. Determine the procedures and standards of selection of employment and promotions;
- d. Direct its employees;
- e. Establish and enforce dress and grooming standards;
- f. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;

- g. Determine the content and intent of job classifications;
- h. Determine methods of financing;
- i. Determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- j. Determine and/or change the facilities, methods, technology, means, or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- k. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including but not of the limited to, the right to contract for or sub-contract any work or operations of the City;
- l. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- m. Establish and modify productivity and performance programs and standards;
- n. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- o. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- p. Take all necessary actions to carry out its mission in emergencies; and
- q. Exercise complete control and discretion over its organization and technology of performing its work.

The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and MOU'S. Except in emergencies or when the City is required to make changes in its operations because of the requirement of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights, is provided for in the MOU, or in the Personnel Rules and Salary Resolutions. By agreeing to Meet and Confer with the Association as to the impacts of the exercise

of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

4. COMPENSATION

4(a) SALARY SCHEDULE ADJUSTMENTS

1. Salaries shall be stated in Appendix A titled "Fire Fighters Association Salary Schedule" which shall reflect the following base salary adjustments during the term of this MOU:

2014

Retroactive to the start of the first full pay period beginning after July 1, 2014:

1. Base salary increase of 2% for all unit members; plus
2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%
 - c. Captain = 1%
3. For Engineers only: addition of an "F" Step set at 5% higher than "E" Step.

2015

Beginning with the start of the first full pay period beginning after July 1, 2015:

1. Base salary increase of 2% for all unit members; plus
2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%
 - c. Captain = 1%

2016

Beginning with the start of the first full pay period beginning after July 1, 2016:

- 1. Base salary increase of 3% for all unit members; plus
- 2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%

4(b) MOVIE DETAILS

A standardized movie detail pay scale will be applied to all Fire Department ranks at a flat rate of \$70.00 per hour. The following movie detail policy applies to all members covered by this agreement:

Definition: FSO shall be the abbreviation for the Fire Safety Officer.

Any FSO scheduled to work a movie detail shall be paid a minimum of eight (8) hours.

An FSO who is notified of a cancellation of his/her movie detail 24 hours or less from the scheduled start time of the detail shall be paid for the entire scheduled detail.

An FSO who is notified of a change in scheduled hours of his/her movie detail 24 hours or less from the scheduled start time shall be paid for the originally scheduled hours, or the re-scheduled hours, whichever is greater.

In the event a member would otherwise be forced hired for a movie detail, the Association agrees that a Deputy Chief, who is an employee of the City of South Pasadena will be allowed, but not required, to work the movie detail.

4(c) ACTING APPOINTMENTS

Terms: Employees who work one or more shift(s) in a higher classification shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that higher acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment. Management shall

have the discretion to staff vacancies by either rank-for-rank appointments or “move-up” or “move down” acting appointments whereby employees who are deemed qualified to act in a higher/lower classification, are temporarily utilized to staff the higher/lower classification vacancy. An employee is deemed qualified for an acting appointment if: 1) the employee is a full-time City of South Pasadena Fire Department employee and 2) the employee has successfully passed all portions of the applicable exam, e.g., engineers or captains test, and meets all requests on the current job flier for the rank in which the employee shall be acting. An employee who “moves down,” shall not be subject to a decrease in compensation. It shall be the goal of management to take reasonable steps to provide that vacation picks, floating holidays and shift assignments shall not be impacted by an employee’s acting status.

4(d) OVERTIME CALCULATIONS

With the exception of sick leave, paid Time-Off shall be considered time worked for the purposes of calculating overtime. If an employee uses sick leave during a 12 day work period, the time out on sick leave shall not count as hours worked in calculating whether the employee is entitled to overtime pay for that 12 day work period. However, if the employee works non-scheduled shifts during a 12 day work period in which sick leave is taken, all the time actually worked during the non-scheduled shifts is considered hours worked in determining whether the 91 hour threshold for overtime pay has been exceeded in that 12 day work period, except where the non-scheduled shifts are worked pursuant to a shift trade with another employee.

5. RETIREMENT BENEFITS (SUBJECT TO ASSEMBLY BILL 340 LANGUAGE BELOW)

5(a) CALPERS

1. 2% at 50: The City agrees to continue its current contract with PERS to provide all classic Fire Safety Employees with the 2% at age fifty option (Government Code Section 21362.) Classic members are those that do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”).
2. Veterans: The City shall contract with PERS to provide for veterans to buy back military service time (Government Code Section 20996.)

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3. The City shall provide the Post Retirement Survivor Allowance benefit, Level 4 (Government Code Section 21624, 21626, 21628.)
4. The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
5. Sick Leave Conversion: The City agrees to contract for the benefit of sick leave conversion pursuant to Section 20862.8 and 20963 of the California Government Code.
6. Highest one year: Effective January 1, 1982, the computation for retirement benefit for each classic employee in the bargaining unit shall be computed on their highest single year's salary pursuant to Section 20042 of the State Government Code.
7. City Paid Portion Employee's Share: Effective July 1, 2013. All classic sworn unit members shall pay 100% of the statutorily required member contribution .

AB 340 (the California Public Employees' Pension Reform Act of 2013, "PEPRA") as it may from time to time exist, shall in its entirety be given full force and effect during the term of this 2014-17 MOU. Any provision in the 2014-17 MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation .

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code Section 7522.30)

"New members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code Section 7522.25(e)).

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable

compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code Section 7522.32(1).

8. RETIRED EMPLOYEE'S MEDICAL COVERAGE

Former and present employees who became/become annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible. As regards unit employees hired on or after the date of City Council adoption of a 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code Section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. (9-1012) As regards all unit employees employed by the City prior to City Council adoption of a 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage. There exists a dispute between the parties as to the validity of the implementation of Article 5(a)(8) ("Retired Employee's Medical Coverage") of the 2011-2012 terms and conditions and the validity of Article 5(a)(9) of the 2012-2014 MOU. The parties agree that the fact of ratification by the Association of the 2012-2014 MOU shall not be asserted by the City as a defense to litigation brought to challenge Article 5(a)(8) of the 2011-2012 terms and conditions or Article 5(a)(9) of the 2012-2014 MOU by the Association and/or any individual member of the Association, and that said ratification shall not constitute a waiver of the right to litigate the validity of either or both of said Articles, including any otherwise available remedy sought in such litigation. However, the City can and shall assert any and all other affirmative or other defenses available to it to defend against any such litigation.

6. INSURANCE BENEFITS

6(a) MEDICAL INSURANCE

Effective concurrent with City Council adoption of a 2012-14 MOU or resolution of a 2012-13 fiscal year impasse, the employer contribution to provisions of available health benefit plans shall be in the minimum amount mandated by Government Code Section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present contribution of \$625.00 a month, shall be provided to unit members by means of an IRS approved cafeteria plan.

6(b) DENTAL INSURANCE

1. The City agrees to provide \$75.00 per month for employee and dependent dental coverage.
2. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost to the City for a new carrier does not exceed the current \$75.00 per month.
3. The above dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

6(c) LIFE INSURANCE

Employee Coverage: Effective July 1, 1992, the City agreed to provide for each employee in the bargaining unit a life insurance policy in the sum of fifty thousand dollars (\$50,000).

6(d) VISION CARE

Employee and Dependent Coverage: It is agreed that the City will pay up to \$20.00/mo. of the employee and dependent premium. Said amount shall be paid by being added to the above cafeteria plan.

6(e) LONG TERM DISABILITY

1. The City will contribute 100% of the full cost of a Long-Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness

and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.

- 2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.

6(f) OPT OUT PROVISION

Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from another source must accompany the request of cancellation of coverage. Exercise of this opt out provision shall not impact or diminish the City funding of dental and vision care or the employee's opportunity to participate in the dental or vision care plan.

6(g) RE-ENROLLMENT PROVISION

Employee who opts out under Section 7(f) may choose to re-enroll in the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. Employee who wishes to re-enroll may do so only during the open enrollment period unless a qualifying event or retirement occurs, which will then permit the employee to re-enroll before the next open enrollment period.

6(h) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

7. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees, including regular (permanent) part-time employees:

- 1. January 1New Year's Day
- 2. 3rd Monday in FebruaryPresident's Day
- 3. Last Monday in May.....Memorial Day
- 4. July 4.....Independence Day
- 5. 1st Monday in SeptemberLabor Day
- 6. 2nd Monday in OctoberColumbus Day
- 7. November 11Veteran's Day
- 8. 4th Thursday in NovemberThanksgiving Day
- 9. 4th Friday in November.....Friday after Thanksgiving
- 10. December 25Christmas Day

Holiday Shift: For the purpose of this MOU, a holiday is defined as a 12-hour period.

Holiday Pay: Any employee whose regular schedule does not require the employee to work on a Holiday shall be paid at the rate of twelve (12) hours of straight time. Any employee whose regular schedule requires the employee to work on a holiday shall be paid for a 12-hour holiday in addition to their salary for the shift.

8. FLOATING HOLIDAYS

8(a) ACCRUAL RATES

Two floating holiday shifts are granted to the employee during each fiscal year after (6) months of employment at his/her request at a time he/she selects, which meet the approval of the department head. A floating holiday shift shall be defined as a 24-hour period.

8(b) USE OF FLOATING HOLIDAYS

Each employee is entitled to two (2) Floating Holiday shifts between July 1 and June 30 of each fiscal year. These floating Holidays may be taken either in time off or in pay. Floating Holidays may not be carried over.

9. VACATION

9(a) ACCRUAL RATES

It is understood that vacation is earned as per this Vacation Time Schedule Chart:

VACATION TIME SCHEDULE CHART

YEARS OF SERVICES	SHIFTS OF VACATION
0 - 2 YEARS	8 SHIFTS
3 - 4 YEARS	9 SHIFTS
5TH YEAR	10 SHIFTS
6 - 10 YEARS	11 SHIFTS
11 - 15 YEARS	12 SHIFTS
16 - 20 YEARS	13 SHIFTS
21 - 24 YEARS	14 SHIFTS
25TH YEAR & OVER	17 SHIFTS

9(b) MAXIMUM ACCUMULATION

It is the goal of association members and the City that no more than a one-year allocation of shifts as per the Vacation Time Chart be accumulated. It shall be incumbent upon the Fire Chief to ensure that employees are allowed time off. If, at any time after December 31, 1999, an employee's vacation accumulation exceeds the equivalent of eighteen (18) months' worth of accrual, the employee's vacation accrual will cease until it falls below eighteen (18) months.

9(c) BUY-BACK

Vacation: Upon the request of a member and the approval of the Fire Chief, a member will have the option of payment in lieu of time-off for up to three (3) 24 hour shifts each fiscal year.

10. SICK LEAVE

10(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 5.54 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. One sick leave day is equivalent to one 24-hour shift.

10(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

10(c) SICK LEAVE INCENTIVE

1. At the end of each fiscal year, employees who have accumulated 240 hours of sick leave may convert up to 48 hours accumulated sick leave to cash at the rate of one hundred percent (100%).

For employees hired on or after July 1, 2000, a maximum of 24 hours combined during their first and second years of employment, if those hours are accumulated and unused.

After the second year of employment, employee is eligible for the regular buy-back incentive.

2. Please note that all buy-backs shall be implemented one time each fiscal year and paid by a separate payroll check between the first and second regular payrolls that end in July. The individual seeking a buy-back shall be employed as of June 30 of any year where a buy back is applicable. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
3. Sick leave transferred to another employee's sick leave bank will not be counted for the purposes of the incentive buy-back program.

10(d) CONVERSION TO CALPERS SERVICE CREDIT

To the extent authorized by AB 340, on service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

10(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

- (1) **Employee's own illnesses** that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.
- (2) **Employee's family member's illness**
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of a spouse, parent, or child.

10(f) SICK LEAVE USED ON HOLIDAYS

If an employee uses sick leave during a holiday, the time shall be deducted from the employee's sick leave and the holiday pay will remain. A holiday shall be defined as beginning at 7:00 a.m. of the day the holiday actually occurs and continue until 7:00 a.m. the following day. This definition shall be used only for the purpose of determining whether or not a firefighter uses sick leave during a holiday.

10(g) VERIFICATION OF SICK LEAVE

1. The City shall have the option to require a doctor's verification of the adequacy of the reason for an employee's absence during the time for which sick leave was requested only after three consecutive sick leave shifts are used.
2. If the employee has a history or pattern of sick leave misuse or overuse, the City may require written verification or medical documentation even if the employee does not use three consecutive shifts of sick leave as outlined above. Examples of misuse or overuse include but are not limited to:
 - Use of sick leave in conjunction with vacation, trades, or other authorized leave.
 - Significantly lower number of accumulated sick leave hours than the average of other employees.
 - Significantly higher number of sick leave days taken compared to other employees.

11. BEREAVEMENT LEAVE

11(a) ACCRUAL RATES

Employees shall receive a total of four (4) shifts of paid Bereavement and Family Illness Leave each fiscal year.

11(b) USE OF BEREAVEMENT LEAVE

Use of Bereavement Leave shall be limited to two (2) occurrences per fiscal year, and two (2) shifts per occurrence.

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, step-parents child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

12. UNIFORMS

Uniform Replacement Allowance: Effective upon City Council adoption of the 2012-14 MOU, \$500.00 per fiscal year for the purchase of uniforms for sworn employees and Uniform Maintenance Allowance: \$225.00 per sworn employee per fiscal year.

Class "A" Uniform: new employees who successfully complete their probationary period will be provided with one (1) Class "A" uniform. The definition of a class "A" uniform will be established by way of a memorandum. Any proposed change to the list of items shall be discussed with department members prior to implementing the change.

13. WORKING CONDITIONS

13(a) ADDITIONAL DUTIES

It is agreed that during the term of this MOU, Fire Department personnel, with full understanding that emergency fire, medical and related duties shall be given highest priority, will perform from time-to-time the following additional duties:

1. Inspections: Firefighters will in conjunction with the Fire Department conduct inspections, check City business licenses.

2. Volunteer Training: Firefighters will train Fire Volunteers pursuant to State Firefighter I Certification Program.

13(b) MEALS

1. Meals Together: Effective upon the execution of this MOU, the City shall amend the South Pasadena Municipal Code so as to include a requirement that all shift personnel through and including the rank of Battalion Chief shall be required to eat all on-duty meals together.

13(c) WORK SCHEDULE

1. Work Week Defined: For all members of the bargaining unit, a workweek shall be defined as fifty-six (56) hours worked in a seven (7) day period.
2. Shift Schedule: Effective April 11, 1991, the work shift schedule for all suppression personnel will be 48 hours on duty and 96 hours off duty.
3. FLSA Cycle: The FLSA cycle will consist of a twelve (12) day cycle starting at 0700 hours, and consisting of 91 maximum non-overtime hours.
4. Shift Trade - December 24th and 25th: In the event a shift is required to work December 24th and December 25th, the shift assigned to work December 23rd will work on December 24th and the shift assigned to work on December 24th will work on December 23rd. For the purpose of payroll, this will be considered a 24-hour trade.

14. OTHER BENEFITS

14(a) LONGEVITY PAY

1. 2% Each 5 Years: It is agreed that effective July 1, 1984, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year intervals of service.

2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired after January 1, 1996. Members on the City payroll on or before December 31, 1995 will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions of Section 2A "2% Each 5 Years". Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.

14(b) ADDITIONAL ASSIGNMENTS AND PAY

5% Incentive Pay: The City shall increase the pay of each employee assigned to the additional positional duties listed below by 5 % of their base pay for the duration of their assignments. The Fire Chief will make said appointments from existing personnel and the individual shall serve at the pleasure of the Fire Chief.

Types of Assignments:

- A. Paramedic Coordinator
- B. Certified mechanic to be assigned to fire department equipment only.
- C. Fire Investigator
- D. Certified Hazardous Material Officer
- E. Fitness Coordinator (see Section 14(d)(2) this Article for program Description)

The Fire Chief may from time-to-time, through the City budget process, create other additional assigned positional duties.

- F. One (1) Department of Motor Vehicle (DMV) Coordinator
- G. One (1) Safety Equipment Coordinator
- H. One () Breathing Apparatus Coordinator (BAC)

These last three assignments are discretionary appointments by the Fire Chief and appointments shall be made or not made, at the Fire Chief's discretion, every year.

14(c) SENIORITY

For administrative purposes, seniority shall date from the date of the first appointment to the Department, whether temporary, limited, or otherwise - provided, however, that service is unbroken. If service is broken by resignation or removal, seniority shall date from the date of last appointment to the department.

14(d) FITNESS PROGRAM

1. Annual Cash Bonus: Members who pass standards of a voluntary physical fitness program, which is currently established by the South Pasadena Firefighters' Association, will receive a \$300, \$400, or \$500 annual cash bonus. Bonus shall be paid in December of each year that the member meets program standards.
2. Fitness Coordinator: There shall be authorized one (1) program coordinator who shall be responsible for the implementation and operation of the program.
 - a. Appointment of the coordinator shall be made by the Fire Chief. The coordinator shall receive 5 % of base salary for management of program activities. Said 5 % shall be effective January 1, 1993.
 - b. Duties: Fitness Coordinator shall prepare and implement program standards and shall be responsible for setting up required record keeping process, conducting voluntary physical fitness tests and for the establishment of a program reporting process, which, along with other needs, provides the Finance Department with a timely schedule of which employees and how much of a fitness bonus each employee shall receive. Timely notice shall be at least 30 days.

14(e) TUITION REIMBURSEMENT

There shall be no tuition reimbursement. However, where an employee is already enrolled in a City Manager/designee approved course prior to the City Council resolution of the 2011-2012 impasse, the employee shall be eligible for reimbursement for said course(s) only.

14(f) REIMBURSEMENT FOR MEETINGS AND SEMINARS

Quarterly Officers Meetings: It is agreed that the City will compensate each off duty officer who attends quarterly meetings at the rate of time and one-half of the employee's base rate.

Seminars: It is agreed that the City will provide a per diem for employees who voluntarily attend approved seminars to compensate for meals, travel, lodging, and other related charges.

14(g) EDUCATIONAL INCENTIVE PAY

AA or AS Degrees: Unit members employed prior to January 31, 1998 and who prior to July 31, 1998 possessed or earned an AA or AS degree, shall receive a two and one-half (2.5%) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible for this differential upon proof of having completed thirty (30) fire service related units and Department Head approval, prior to July 31, 1998.

BA or BS Degrees: Unit members employed prior to January 31, 1998 and who prior to January 31, 1998 possessed or earned a BA or BS degree as of January 31, 1998, shall receive a five percent (5 %) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible upon proof of sixty (60) fire service related units and Department Head Approval, having occurred prior to January 31, 1998.

5% maximum: However, in no case shall the total education pay differential for any employee exceed five percent.

14(h) CERTIFICATE BONUS PAY

1. As of January 1, 1999, the City will provide "in-house" continuing education for paramedic certification. So long as the city continues such training, the bonus payment of \$1,000 paid to firefighter paramedics will not be paid. In the event the "in house" training becomes unavailable for any reason, firefighter paramedics will begin to receive the bonus and will be required to obtain training necessary to maintain their certifications off duty as was done prior to this agreement.
2. If during the period a paramedic is in the process of continuing education the in-house program is discontinued for any reason and the paramedic' certification lapses because of the discontinuation of the program, the City agrees to compensate the paramedic for the required coursework and will continue to pay the paramedic at the firefighter paramedic rate of pay while he is completing the certification even though he or she may not be able to perform paramedic duties. This provision does not apply to a firefighter paramedic who fails to obtain his certification.

14(i) BILINGUAL PAY

Members who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five

(\$75.00) dollars in compensation each month. Prior to receiving such additional compensation, members shall be required to take and pass a bilingual proficiency test as established and agreed to between the City and the Association. The program will become effective upon the adoption of this resolution

15. PROMOTION/LAYOFF PROCEDURE

15(a) FIREFIGHTER/PARAMEDICS PROMOTION

Appointment: All firefighter/paramedic vacancies shall be filled on a promotional basis provided that qualified personnel are available for appointment.

15(b) LAYOFF PROCEDURE

Layoffs shall occur according to Rule 14.3 of the City's Personnel Rules and Regulations.

16. PAYMENT PROCEDURES

16(a) BUY-BACKS AND UNIFORMS

Leave buy-backs and uniform replacement and maintenance allowances shall be paid in July with a single separate City warrant pursuant to Section 17(c). Buy-backs not made in July but during the year, will be included with the employee's regular paycheck.

16(b) BONUS CHECKS

Paramedic and Physical Fitness bonus checks shall be paid in December with a separate City warrant pursuant to Section 17(c).

16(c) DEFINITION OF SEPARATE WARRANT

For purposes of definition under this Article, separate City warrant means a City warrant other than the one used to compensate an employee for hours worked (paycheck).

17. STAFFING

17(a) Each shift shall be staffed with a minimum of six full-time South Pasadena fire department employees. The six (6) employee staffing shall consist of: One (1) Captain, two (2) Engineers, and three (3) Firefighters/paramedics.

18. GENERAL PROVISIONS

18(a) SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdictions, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

18(b) EFFECT

It is understood and agreed that this Agreement shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this Agreement shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises, and representation made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

19. REOPENER

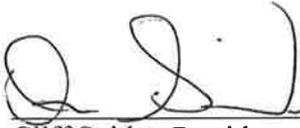
During the term of the MOU, the City shall be authorized to both propose and convene the meet and confer process regarding changes to the City Personnel Rules. However, the parties agree that no Personnel Rule proposals/changes shall modify any provision of the MOU.

20. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this 5th day of November 2014.

SOUTH PASADENA FIREFIGHTERS ASSOCIATION

CITY OF SOUTH PASADENA


Cliff Snider, President 10/1/14
DATE


Marina Khubesrian, M.D., Mayor 10-9-14
DATE


Anthony Pomaz, Treasurer 10/1/14
DATE


Sergio Gonzalez, City Manager 10-9-14
DATE