

RESOLUTION NO. 7622

**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,
SUPERSEDING RESOLUTION NO. 7539 AND APPROVING
JOB DESCRIPTION FOR FULL-TIME FIRE INSPECTOR**

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, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

WHEREAS, the City's 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, during this time, the FFA agreed to the addition of a new full-time Fire Inspector classification; the job description for this classification is attached hereto as "Exhibit B;" and

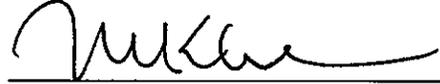
WHEREAS, the City and the FFA has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

SECTION 1. Exhibit A and Exhibit B are approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. 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.

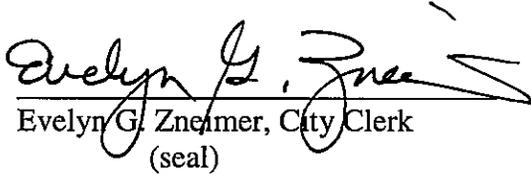
PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.



Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Evelyn G. Zneimer, City Clerk
(seal)
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 17th day of July, 2019, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

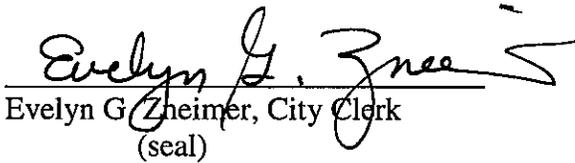

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

**CITY
of
SOUTH PASADENA**

AND

**FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

**CITY OF SOUTH PASADENA
MEMORANDUM OF UNDERSTANDING
2019-2022**

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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 |
| | E.....Fire Inspector |

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, 2019 and shall continue in full force until June 30, 2022.

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 2019-2020, 2020-2021, or 2021-2022 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 , 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 may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations. However, the parties agree that no Personnel Rule proposals/changes shall modify any provision of the MOU.

HEALTH INSURANCE REOPENER: The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

EERR REOPENER: The City may reopen negotiations during the terms of this MOU on the issue of revising the City's Employer-Employee Relations Resolutions ("EERR"). Negotiations regarding the EERR shall be pursuant to meet and consult only.

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 members who have authorized these deductions in writing. The Association shall retain any written authorizations and shall submit to the City a certified list of members and the amount to be deducted for each and shall update that list after members are added or withdraw or when the withholding amount changes. The updated list shall be provided to the City promptly. The City may request a copy of a member or member's signed authorization

card when there is a dispute. 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

Effective July 1, 2019, salaries for classifications subject to this MOU are set forth in Appendix A.

If a sales tax increase is approved by the City's voters in the November 2019 election:

- 1. Effective January 1, 2019, salaries for classifications subject to this MOU will be as set forth in Appendix B;

2. Effective July 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix B; and
3. Effective July 1, 2021, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix C.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

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 for those details worked through December 31, 2019. That rate shall increase to \$80 per hour for details worked on or after January 1, 2020 and to \$90 per hour for details worked on or after January 1, 2021. 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.

Employees on leave pursuant to Labor Code section 4850 may not work on movie details.

Employees on modified light duty or non-work related injury leaves may be eligible to work movie details if they are cleared medically to do so, by a City approved physician.

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.

The City has established a Fair Labor Standards Act (“FLSA”) 7(k) overtime exemption for its sworn employees, setting the work period at twelve (12) days. For non-sworn employees, the seven (7) day workweek

shall apply. The workweek or work period for each employee will be noted in their personnel file.

2017-2019 MOU Resolution of Overtime Calculation Dispute

The City and the Association discovered during the negotiations leading to agreement on the terms of this MOU that payroll has been calculated incorrectly over a period of time. Specifically, (1) vacation time has not been included in time worked for purposes of calculating overtime; and (2) in those FLSA 7(k) 12 day work periods in which no vacation time was taken, unit members were overpaid by five (5) hours at straight time rates. In order to resolve any and all disputes the City and the Association may have regarding the incorrect payroll calculations, and to avoid grievances, lawsuits and/or other legal actions, the City and the Association agree as part of this MOU as follows:

Beginning the first full pay period starting after the approval and adoption of the MOU by the City Council:

1. The City shall include vacation time in time worked for purposes of calculating overtime;
2. The City shall no longer pay the additional five (5) hours at straight time rates for any FLSA 7(k) 12 day work period;
3. The City agrees not to seek to collect any overpayments received by unit members resulting from the miscalculation of payroll described above; and
4. The Association agrees not to seek to collect any underpayments made to its members resulting from the miscalculation of payroll described above, nor assist any of its members to do so.

The City also increased the vacation balances and accrual caps for all unit members employed by the City before June 1, 2017, by a total of 192 hours.

5. RETIREMENT BENEFITS (SUBJECT TO AB 340 LANGUAGE BELOW)

5(a) CALPERS (SWORN)

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.)
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 . Any provision in this 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 § 7522.32(1).

8. CalPERS (NON-SWORN)

a) Classic non-sworn members (e.g., Fire Inspector) shall be enrolled in the CalPERS 2% @ 55 retirement formula. Classic non-sworn members shall pay the entire statutory employee contribution to CalPERS;

b) Non-sworn “New Members” shall be enrolled in the CalPERS 2% @ 62 formula and shall pay the PEPRA mandated contributions (as described above).

9. 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.

6. INSURANCE BENEFITS

6(a) MEDICAL INSURANCE

The City's maximum monthly contributions toward medical insurance will be as follows:

Employee only	\$ 625
Employee + 1	\$ 1,025
Employee + family	\$ 1,200

Beginning July 1, 2020, the City's monthly contributions toward medical insurance will increase as follows:

Employee only	\$ 200 = \$ 825
Employee + 1	\$ 0 = \$1,025
Employee + family	\$ 0 = \$1,200

The additional \$200 per month for employee only coverage shall be made to a Health Reimbursement Account ("HRA") in the employee's name. The extra \$200 per month for employee only coverage shall only be made to the HRA if the employee's health insurance premium exceeds \$625 per month. It shall not result in additional cash in lieu of insurance.

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

Employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not make payment if it knows or has reason to know that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out and provides the attestation described above, the employee shall receive cash in lieu in the amount of \$300 per month. Cancellation of the coverage becomes effective on the first day of any month after the 45 day written notice is received.

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 MayMemorial 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 NovemberFriday 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, subject to the irrevocable election requirement set forth in Section 10(h). Floating Holidays may not be carried over.

9. VACATION

All vacation time shall be subject to the exceptions set forth in Section 4(d) of this MOU, entitled "Overtime Calculations," where applicable.

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, 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. For employees hired before June 1, 2017, this cap shall be increased by 192 hours.

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, subject to the irrevocable election requirement in Section 10(h).

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. This will be subject to the irrevocable election procedure in Section 10(h). 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

Employees on service retirement 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.

Employees must give their immediate supervisor reasonable advance written or oral notice. If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable.

Employees shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.

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**
Employees may 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 any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.
- (3) **Employee who is a victim of domestic violence**

Employees may use their accrued and available sick leave to (a) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety

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, to the extent allowed by law, 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.

10(h) IRREVOCABLE ELECTION REQUIREMENT FOR LEAVE BUY BACKS/CASH OUTS

Beginning in December, 2019, and each December thereafter, employees who wish to have the City buy back floating holidays under Section 8(b), vacation under Section 9(c) or sick leave under Section 10(c) in the

following calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they want to cash out the following calendar year. The election for floating holidays under Section 8(b) shall be an election based on those hours that the employee will receive on July 1 of the next calendar year. The election for vacation under Section 9(c) or sick leave under Section 10(c) shall be an election based on the accrual of those leaves between January 1 through June 30 of the next calendar year. Employees must meet all other existing requirements to cash out leave under these sections. Payment for eligible cash outs will be made in July.

The City shall make a form available to employees to make the irrevocable election.

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, registered domestic partner, 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 Division Chief shall be required to eat all on-duty meals together.

13(c) WORK SCHEDULE (SWORN)

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.

Non-sworn – the non-sworn employees shall be scheduled to work forty (40) hours in an FLSA workweek.

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. CERT Coordinator
- 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 (1) 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.

Representative duties while on these appointments are below.

A. Paramedic Coordinator:

- Ensure that the fire department and its personnel are compliant with all local, state and federal policies and procedures.
- Monitor compliance with personnel certificates and licenses.
- Maintain records and correspondences.
- Act as our fire department liaison for our Medical Director, nurse educator and all local hospitals.
- Review and seek corrections for the controlled medication log Ref 702.2
- Respond to all correspondences required with local provider agencies and DHS.
- Maintain stock levels of EMS supplies including hard goods and medications.
- Communicate all changes in personnel status to DHS.
- Request prescription annually from our medical director.
- All other related duties as required

B. Certified Fire Mechanic:

- Maintain maintenance records for each fire apparatus
- Perform routine and basic maintenance of fire apparatus and other vehicles assigned to the fire department.
- Schedule periodic maintenance and repairs for all fire apparatus.
- Manage the annual budget for apparatus repair and maintenance.

C. Fire Investigator:

- Respond to and investigate fire scenes

- Identifying and collecting evidence
- Determining whether or not a crime has been committed
- Writing reports and maintenance
- Identifying potential motives and suspects
- Interviewing witnesses and interrogating suspects
- Arresting suspects
- Working closely with other law enforcement partners
- Providing courtroom testimony
- Participate in South Pasadena Police department firearms and arrest and control training per their training schedule
- Complete Verdugo cities task book for investigators

D. One (1) CERT Coordinator:

- Annually review and update as needed the CERT Standard Operating Procedures Manual.
- Manage the annual budget for CERT
- Publish an annual CERT calendar of events
- Schedule and teach up to two Basic CERT classes per year.
- Schedule and teach one CERT Refresher class per year.
- Develop, organize and maintain a CERT Team
- Schedule one CERT Team drill per year.
- Schedule CERT Team members to represent CERT at public events

E. Fitness Coordinator (See also Section 14(d)(2) for additional description):

- Prepare and implement program standards.
- Set up a required record keeping process.
- Conduct voluntary physical fitness testing twice annually.
- Establish and maintain a reporting process.
- Provide the finance department the names of the employees who voluntarily took and passed both fitness tests and how much of a bonus each employee is due. This notification shall be made at least 30 days before the required due date as indicated by the finance department.

F. Department of Motor Vehicle (DMV) Coordinator

- Ensures record of Class B Licenses are all current and valid
- Maintains records of all Firefighter Endorsements
- Prepares driving route for Engineer's Exams
- Ensure records are complete and maintains all records are current and valid

G. One (1) Safety Equipment Coordinator

- Maintain records for replacement, and issued safety equipment.
- Manage the annual budget for Safety Equipment and Clothing.
- Maintain spare stock of common equipment for immediate replacement.
- Replace old, damaged or lost equipment as needed.
- Send damaged salvageable safety equipment out for repair.

H. One (1) Breathing Apparatus Coordinator (AKA - BAC/SCBA Coordinator):

- Maintain records for all maintenance, repairs, annual and five year testing requirements.
- Manage the annual SCBA budget.
- Schedule all required testing of SCBA backpacks, Cylinders and personnel fit testing.
- Schedule all needed repairs.
- Track 15 year life span and replace SCBA bottles as necessary.

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 Firefighter's 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) EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

- (a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
- (b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and wellness; and
- (c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
- (d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

14(f) 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(g) 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(h) 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(i) 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(j) 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.

14(k) PARAMEDIC BONUS

Effective July 1, 2019, Captains and Engineers who maintain their paramedic certification will receive a specialty pay equal to 5% of base salary.

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.

Any Fire Captain promoted to Division Chief during the term of this MOU will, if the command staff structure changes and Division Chief position(s) are eliminated, have the right to bump back to the position of Fire Captain.

The position of Fire Captain is subject to being bumped by a Fire Division Chief that is laid off. The Fire Captain to be bumped will be the Fire Captain with the least seniority in the Fire Captain classification in the City. The Fire Captain to be bumped may choose to bump a Fire Engineer

in lieu of layoff with the least City seniority in the position of Fire Engineer, if the Fire Captain previously served as a Fire Engineer for the City. If not, the Fire Captain can bump a Firefighter/Paramedic in lieu of layoff with the least seniority in the position of Firefighter/Paramedic. The Fire Engineer to be bumped may choose to bump a Firefighter/Paramedic in lieu of layoff with the least City seniority in the position of Firefighter/Paramedic.

16. PAYMENT PROCEDURES

16(a) UNIFORMS

Uniform replacement and maintenance allowances shall be paid in July via direct deposit within the employee's regular payroll.

16(b) BONUS CHECKS

Paramedic and Physical Fitness bonus checks via direct deposit separate from regular payroll shall be made in December .

16(c) FORM W-4 REGARDING TAX WITHHOLDING CHANGES

Employees are permitted to make changes to their Form W-4 tax withholdings.

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.

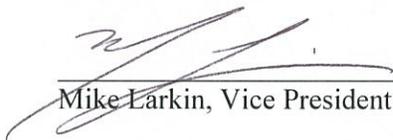
19. RATIFICATION AND IMPLEMENTATION

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 17th day of July, 2019.

SOUTH PASADENA FIREFIGHTERS ASSOCIATION



Dan Dunn, President 7/3/19
DATE

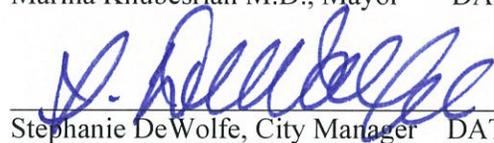


Mike Larkin, Vice President 7/3/19
DATE

CITY OF SOUTH PASADENA



Marina Khubesrian M.D., Mayor 7/18/19
DATE



Stephanie DeWolfe, City Manager DATE

APPENDIX A

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,388	\$ 7,757	\$ 8,145	\$ 8,553	\$ 8,980	
Firefighter/Paramedic	\$ 6,365	\$ 6,684	\$ 7,018	\$ 7,369	\$ 7,737	
Fire Engineer	\$ 6,127	\$ 6,434	\$ 6,755	\$ 7,094	\$ 7,448	\$ 7,821
Firefighter*	\$ 5,097	\$ 5,351	\$ 5,619	\$ 5,900	\$ 6,195	
Fire Inspector	\$ 5,496	\$ 5,771	\$ 6,059	\$ 6,362	\$ 6,680	

****Proposed to remain at current/no salary survey data available***

Effective July 1, 2019 - *If sales tax measure scheduled for the November 2019 election is not passed by the electorate, salaries as listed in Appendix A shall remain in effect for the entire term of the MOU*

APPENDIX B

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,798	\$ 8,188	\$ 8,598	\$ 9,028	\$ 9,479	
Firefighter/Paramedic	\$ 6,719	\$ 7,055	\$ 7,408	\$ 7,778	\$ 8,167	
Fire Engineer	\$ 6,423	\$ 6,744	\$ 7,081	\$ 7,435	\$ 7,807	\$ 8,197
Firefighter*	\$ 5,097	\$ 5,351	\$ 5,619	\$ 5,900	\$ 6,195	
Fire Inspector	\$ 5,802	\$ 6,092	\$ 6,397	\$ 6,717	\$ 7,052	

****Proposed to remain at current/no salary survey data available***

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,954	\$ 8,352	\$ 8,769	\$ 9,208	\$ 9,668	
Firefighter/Paramedic	\$ 6,853	\$ 7,196	\$ 7,556	\$ 7,934	\$ 8,330	
Fire Engineer	\$ 6,551	\$ 6,879	\$ 7,223	\$ 7,584	\$ 7,963	\$ 8,362
Firefighter*	\$ 5,199	\$ 5,459	\$ 5,732	\$ 6,018	\$ 6,319	
Fire Inspector	\$ 5,918	\$ 6,214	\$ 6,525	\$ 6,851	\$ 7,193	

****Proposed to remain at current/no salary survey data available***

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

Firefighters' Association Monthly Salary Schedule

	A	B	C	D	E	F
Captain	\$ 8,113	\$ 8,519	\$ 8,945	\$ 9,392	\$ 9,861	
Firefighter/Paramedic	\$ 6,990	\$ 7,340	\$ 7,707	\$ 8,092	\$ 8,496	
Fire Engineer	\$ 6,682	\$ 7,016	\$ 7,367	\$ 7,735	\$ 8,122	\$ 8,528
Firefighter*	\$ 5,303	\$ 5,568	\$ 5,847	\$ 6,139	\$ 6,446	
Fire Inspector	\$ 6,036	\$ 6,338	\$ 6,655	\$ 6,988	\$ 7,337	

****Proposed to remain at current/no salary survey data available***

Effective July 1, 2021 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

EXHIBIT B

City of South Pasadena

FIRE INSPECTOR

Purpose

Under general supervision, conducts fire prevention, plan check, code enforcement and hazardous materials inspections for new and existing commercial industrial, multi-family, residential, and open areas; conducts fire safety and fire prevention public education programs; issues citations and testifies in court; and performs related work as required.

Distinguishing Characteristics

This is a non-sworn, civilian fire safety classification, reporting to the Fire Marshal. Incumbents assigned to this class perform the full-range of duties at the journey level. Fire Inspectors may be expected to provide training and/or lead direction to new inspectors.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Answers inquiries from the public, both in person and over the phone, providing information about fire safety and hazardous materials regulations, codes, and requirements; issues and explains permit applications and requirements.

Assists contractors, architects, engineers, developers and the general public with fire safety codes and related information; evaluates and approves fire protection systems; participates in the compliance review of building plans and construction.

Develops and presents fire safety/prevention educational programs and public information materials for schools, community groups, residents and business persons; gives presentations and demonstrations.

Inspects commercial, residential, educational, institutional, public assembly, and industrial buildings and facilities to determine compliance with fire and life safety codes, standards, and regulations including hazardous materials disclosure and enforcement; inspects equipment for fire hazards, efficiency of fire protective equipment, adequacy of fire escapes/exits, and compliance with all other fire code provisions; ensures compliance with fire safety codes and fire prevention practices; advises property owners as to fire hazard removal.

Prepares compliance or correction notices of code violations; reports violations to the Fire Marshal; maintains records of inspections and prepares specific documents and reports; investigates citizen complaints related to fire/safety hazards; conducts follow-up inspections to ensure compliance; issues citations when necessary.

Prepares case files for legal action; represents the City and Fire Department at administrative hearings and/or in Court.

Manages and maintains control of security locking systems and devices for emergency access to specific public and private buildings.

Conducts investigations to determine fire cause and origin.

Coordinates fire company inspection program.

Maintains maps, files, and records related to fire prevention and safety activities and programs.

Reviews fire prevention, plan check, code and hazardous materials policies and regulations and recommends new and revised ordinances.

Keeps abreast of emerging trends and practices in all aspects of fire safety.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

Two years of progressively responsible experience in performing fire inspection, fire prevention, building inspection, code enforcement, municipal firefighting, or related work; and the completion of an Associate's Degree in Fire Science, Industrial Hygiene, Environmental Science or the equivalent of 60 semester units of college level coursework in Building Inspection, Code Enforcement, Hazardous Materials, Fire Protection Systems and Building Components, or closely related coursework. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Bachelor's Degree in a related field is highly desirable.

Knowledge of:

Principles and practices of fire safety education, inspection, and enforcement work; Uniform Fire and Building Codes; State and National Fire Codes; local ordinances and standards; common hazardous materials, fire safety, building, and electrical hazards; fire engineering principles and the systems and equipment used in detecting and suppressing fires; organization and functions of a municipal fire department, and relationship of other municipal departments; public relations techniques and practices; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software; and effective customer service principles.

Ability to:

Understand and interpret Uniform Fire and Building Codes, State and National Fire Codes, and local ordinances and standards; detect common fire safety hazards and code violations and

determine proper safety measures; compile and tabulate information and data; maintain written and computerized records of inspections; prepare inspection reports and correspondence; speak effectively and conduct presentations to groups and audiences; express ideas clearly and concisely, verbally and in writing; provide testimony in a court of law relating to fire hazard violations; understand and execute oral and written directions, and provide effective oral and written directions; establish and maintain effective working relationships with other City employees and those contacted in the course of work; operate a computer and other standard office equipment; interpret and apply department and City procedures and policy; and utilize word processing, spreadsheet, and presentation software programs.

Special Requirements

Possession of a valid Class "C" California Driver's License and a good driving record is a continuing condition of employment.

Possession of, or ability to obtain a P.C. 832 certification is highly desirable.

Possession of, or ability to obtain a Hazardous Materials Inspector certificate is highly desirable.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 50 pounds. Ability to remain in a sitting/standing position for up to two hours at a time; ability to kneel, stoop, crawl and climb; ability to lift up to climb ladders and conduct inspections in confined spaces; ability to get from one location to another in the course of doing business; ability to work outdoors in all weather conditions including hot with sun exposure, cold and wet, and windy conditions; ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment; dexterity, coordination and vision are required to use keyboard and video/computer display terminal.

Working Conditions

Environment is composed of a combination of field and office work. The office environment is generally clean. Field work includes exposure to conditions such as dust, fumes, odors, noise, and the potential of hazardous materials.

FLSA Status

Non-exempt

7/17/2019