

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN GABRIEL
AND
SAN GABRIEL FIREFIGHTERS ASSOCIATION, LOCAL 2197**

PREAMBLE

Pursuant to the California Government Code Sections 3500, et. seq., representatives of the City of San Gabriel, a municipal corporation, hereinafter referred to as the "City", have met and conferred with representatives of the San Gabriel Firefighters Association, Local 2197, hereinafter referred to as the "Association", and have reached a Memorandum of Understanding; the provisions of which are contained herein. It is recommended that the City Council of the City of San Gabriel approve said Memorandum of Understanding and take such additional actions as may be necessary to implement the provisions thereof.

ARTICLE 1. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this MOU each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this MOU for its duration, therefore constituting the complete and total agreement between the City and Association with respect to wages, hours, and other terms and conditions of employment. Any prior or existing MOU between the parties regarding any such matters are hereby superseded and terminated in their entirety.

If the City desires to change any matters in the scope of representation, the representatives of the Association shall have an opportunity to meet and confer with the representatives of the City concerning the proposed changes. All benefits enjoyed by the employees at the present time, which are not included in, nor specifically changed by this MOU, shall remain in full force and effect during the term of this MOU.

ARTICLE 2. PROVISIONS OF LAW

It is understood and agreed that this MOU is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal or State enactments, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby. If any substantive part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision. The parties hereto agree to refrain from initiating any legal action that would invalidate Articles of this MOU.

ARTICLE 3. RECOGNITION

The parties hereto agree that the Association is hereby recognized as the exclusive bargaining representative for those employees with the job classifications of Firefighter, Fire Engineer, and Fire Captain.

ARTICLE 4. TERM

This MOU, when approved and ratified, shall be effective June 28, 2014 and shall remain in effect until June 30, 2017.

ARTICLE 5. SCOPE OF REPRESENTATION

It is mutually recognized between the City and the Association that the scope of representation of the Association shall include, but not be limited to: wages, hours, and other terms and conditions of employment. However, the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law.

Whenever the term "employee" is used in this agreement, the same shall mean and refer to individuals employed in job classifications represented by the Association.

ARTICLE 6. PAYROLL DEDUCTION

It is agreed that Association membership dues shall be deducted by the City from the pay warrant of each represented employee who files with the City a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues deducted from the pay warrants of the employees shall be made to the Association within thirty (30) days after the conclusion of the month in which said membership dues were deducted. The City shall not be liable to the Association, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages.

ARTICLE 7. MANAGEMENT RIGHTS

All management rights shall remain vested exclusively with the City except those which are clearly and expressly limited or eliminated by this MOU. It is recognized by way of illustration that such management rights include, but are not limited to:

- a. The right to determine the mission of the City, its advisory boards, and commissions and work units.
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determination of the methods, means, and personnel required to perform any and all work; and the composition, assignment, direction, location, and determination of the size and mission of the work force.
- c. The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- d. The right to change or introduce new or improved operations, methods, means, equipment or facilities.
- e. The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time; to transfer, reassign, or layoff employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and, to otherwise maintain orderly, effective, efficient operations.

The City shall extend an offer to the Association to meet and confer on the impact on wages, hours, and other terms and conditions of employment of decisions made in the exercise of the preceding rights.

ARTICLE 8. EMPLOYEE RIGHTS

The City and Association agree not to discriminate, interfere with, intimidate, restrain, or coerce, any employee because of the exercise of rights protected by this MOU, section 3506 of the California Government Code, and as may be established by judicial precedents.

ARTICLE 9. WORK DISRUPTION

The parties agree that no work disruption of any kind shall be caused or sanctioned by the Association during the term of any agreement entered into by the parties hereto. Work disruptions include but are not limited to: strikes, sit-down, sick-out, stay-down, speed-up or slowdown in any operations of the Department, curtailment of work, or disruption or interference with the operations of the City. The Association shall discourage any such work disruptions, and shall make positive efforts to effect the cessation of such activities.

The participation by an employee in conduct, which disrupts or detracts from the operation of the City, shall be grounds for disciplinary action. The parties agree that, in the absence of violations of this MOU by the Association or members thereof, the City shall institute no lockout of employees during the term of this agreement.

ARTICLE 10. APPROVAL

It is understood that this Memorandum of Understanding hereafter referred to as, "MOU", has been presented to the members of the Association and ratified for submission to the City Council for the Council's consideration/action. It is further understood that this MOU will not be effective without the approval of the City Council.

ARTICLE 11. COMPENSATION

Section 1. Base Salaries

Salary Ranges: The base step ranges shown in Exhibit A shall be applicable for the employee's base salary for each classification to be effective as noted in said Exhibit.

Effective June 28, 2014, employees represented by the Association shall receive a total base salary increase of four and one-half percent (4.5%), comprised of a three percent (3%) base increase and a one and one-half percent (1.5%) external equity adjustment. Based on the agreed upon salary increase, employees represented by the association shall receive a retroactive salary adjustment ("retroactive pay") to June 28, 2014.

Effective June 27, 2015, employees represented by the Association shall receive a base salary increase of one percent (1%).

Effective June 25, 2016, employees represented by the Association shall receive a base salary increase of one percent (1%).

Section 2. Special Pay

Paramedic Premium Pay: When assigned to perform the full range of duties of a paramedic, an employee in the Firefighter class will receive a salary rate that is fifteen percent (15%) above his/her regular firefighter rate of pay. Fire Captains and Fire Engineers who are certified paramedics are required to maintain such certification and to perform paramedic duties as a regular part of their job. In recognition of these requirements the employee shall be paid an additional 5% of his/her regular rate of pay. Employees assigned to a 40 hour staff assignment may receive paramedic premium pay at the discretion of the Fire Chief.

Bi-Annual Paramedic Re-certification Pay: After an employee has been certified as a Paramedic and is assigned to perform said duties, he/she shall be paid one hundred dollars (\$100.00) for each subsequent re-certification.

Recall Pay: When an employee working a 24-hour shift schedule is called in to work during his/her off duty hours he/she shall receive a minimum work time credit of four (4) hours. Such minimum shall not apply when the time worked constitutes an extension of the employee's regular shift or when the employee is required to begin his/her regular shift at other than the regular starting time.

Ambulance Pay: Employees classified as Firefighters on July 1, 2001 and receiving the Ambulance Pay of 2.5% shall continue to receive said pay until they are promoted to any class above the rank of Firefighter, including but not limited to Fire Inspector, Fire Engineer, Fire Captain and Fire Division Chief. Additionally, for purposes of this provision, Firefighter/Paramedic shall be deemed a professional class.

Education Pay: After two years of employment with the City, Firefighters, Fire Engineers and Fire Captains will be eligible for the following educational incentive program.

Employees with a Fire Officer certification and 60 college units, approved by the Fire Chief, who are not receiving education incentive for a degree shall be paid an additional three percent (3%) of their established salaries.

Employees with an A.A. or A.S. degree in Fire Service or an approved job related major shall be paid an additional three percent (3%) of their established salaries.

Employees with a B.A. or B.S. degree in Fire Science or other approved job related major, shall be paid an additional six percent (6%) of their established salaries.

Employees with a Masters degree in Fire Science or other approved job related major, shall be paid an additional eight percent (8%) of their established salaries.

Bilingual Pay: The City shall pay one hundred (\$100.00) per month to employees who can demonstrate a skill in Cantonese, Mandarin, Spanish or Vietnamese at the conversational level, or another language, which the Department Head and City Manager have approved as being needed in the provision of safety

services. In order to receive bilingual pay, the employee shall satisfactorily complete a conversational fluency test in the language for which pay is requested.

Section 3. Acting Assignments/Pay

Employees assigned to perform duties allocated to a position in a higher classification shall receive acting pay in accordance with the following:

1. Time worked in an acting capacity must be for a period of at least eight (8) consecutive working hours.
2. The work assumed must be that of a budgeted position performed in the absence of the regular incumbent.
3. At least ninety percent (90%) of the employee's time must be spent in the performance of duties appropriate to the higher-level class.
4. Credit shall not be given for any acting capacity work that is referenced in a class specification as being appropriate to the employee's class.
5. Acting capacity work must be assigned in writing by someone having the authority to do so.
6. Employees in an acting capacity shall receive the appropriate step in the salary range assigned the position being filled which ensures no less than a five percent (5) increase above the employee's current monthly earnings, (including any premium pays). Acting pay shall begin on the 8th consecutive working hour of an acting assignment and shall be retroactive to the first working hour.
7. Employees who request temporary placement in a higher level position for training purposes or are participating in a training program involving work in an acting capacity shall be ineligible for acting pay.
8. Acting capacity assignments shall be for a maximum period of ninety (90) calendar days unless otherwise approved by the City Manager.
9. Employees assigned to an acting position must meet at least the desirable qualifications of the class to which the position is allocated.

Section 4. USAR Pay

With the approval of the Fire Chief employees qualified at the USAR Heavy Equipment level shall be paid \$50/month. The Fire Chief shall determine the number of employees who will receive the pay subject to a maximum of 6 employees per shift.

Section 5. Paramedic Coordinator

There shall be created the assignment (not a classified position) of Paramedic Coordinator. The assignment shall be compensated at 3% of the individual's unadjusted base salary. Staffing of the assignment shall be made in the sole discretion of the Fire Chief and for a duration in the sole discretion of the Fire Chief. However, every two years or earlier as may be solely deemed appropriate by the Fire Chief, letters of interest in the assignment shall be solicited and given consideration by the Fire Chief. The solicitation and consideration of letters of interest shall not be a mandate that the incumbent in the assignment be replaced.

The incumbent shall have no property rights in continuing assignment and shall have no method of contesting the manner in which the Fire Chief exercises his staffing discretion. The Fire Chief shall have sole discretion to abolish the assignment if and when the duties of the assignment are undertaken through cooperative relationships with other jurisdictions, or when in other circumstances, in the sole discretion of the Fire Chief, the need for the assignment is deemed to be of nominal value.

The duties of the Paramedic Coordinator assignment are subject to variation in the sole discretion of the Fire Chief. In general, an exemplar of typical duties are: oversight of the EMT-1 and Paramedic programs and provision of related training, ensuring compliance with county and state certification requirements for provision of emergency medical services, investigating both internally and externally-generated service complaints and other related duties.

Section 6. Longevity Pay

Each eligible public safety employee shall receive longevity pay in accordance with the following schedule. Eligibility for each tier commences with the start of the initial tier level, for example, the start of the fifth year of employment. "Years of service" are defined as cumulative years of service in the employ of the City of San Gabriel.

5-9 years of service	\$500 per year
10-14 years of service	\$750 per year
15 or more years of service	\$1000 per year

Longevity pay shall be paid on a bi-weekly pay period basis.

Section 7. Deferred Compensation

The City shall modify its plan documents to allow employees to borrow from their individual deferred compensation accounts.

Section 8. Uniform Allowance and Holiday Pay Reconsideration

The parties have agreed to the method of uniform and holiday pay distribution as described herein, in order to increase the probabilities of CalPERS considering such distributions to be "compensation" for purposes of CalPERS computation of retirement benefits. The City does not and cannot make any representations as to whether or not CalPERS accepts the parties' agreed upon method of uniform and/or holiday pay distribution to be "compensation" for CalPERS benefit determination purposes.

Nonetheless, if during the term of this MOU, the Association seeks and is in possession of information from CalPERS to the effect that a different mode of uniform and/or holiday pay distribution than that which has been agreed upon by the parties, shall result in a CalPERS determination that the alternate distribution method is compensation, the City shall at the Association's request, reopen the meet and confer process solely as regards the issue of method of distribution (lump sum versus bi-weekly), and as to no other issue.

Section 9. Deputy Fire Marshal Assignment

The parties have agreed to requirements involving the Deputy Fire Marshall Position which is attached and incorporated herein as Exhibit B. At the request of either party, this section may be reopened to discuss changes. Only changes agreed by both parties will be made during the term of the MOU.

ARTICLE 12. SALARY RATES AND STEP ADVANCEMENTS

Section 1. Initial Appointment

The rate of compensation in the case of initial permanent appointment to any class listed in the current salary resolution shall be at the minimum step in the range, provided that the City Manager may approve a higher rate of compensation at any step within the range if he shall find that the person appointed thereto is reasonably entitled, because of his/her experience or ability, to a rate in any one of the steps above the minimum or that is impracticable to obtain qualified appointees at the established minimum rate or at any one of the higher steps below the maximum.

Section 2. Compensation Upon Promotion

When an employee is promoted to a classification with a salary range higher than the range for his/her former position, his/her new salary shall be determined by selecting the step in the salary range for his/her new position which is a minimum of two and one half percent (2 1/2%) above his/her previous rate of compensation. In no case shall his/her new salary be lower than Step A of the new range nor higher than top step of the new range.

Notwithstanding anything contained in this Section, the City Manager may approve a higher rate of compensation at any step within the range if he shall find that the person promoted thereto is reasonably entitled, because of his/her experience and/or ability, to a rate in any one of the steps above the minimum or that it is impracticable to obtain qualified appointees at the established minimum rate, or at any one of the higher steps below the maximum.

Section 3. Advancement Within Salary Range Adjustments

Advancement in rate of compensation of employees within their respective ranges shall be based upon the time served in their employment by the City of San Gabriel, satisfactory performance in such employment, recommendation of the department head and approval of the Personnel Director, financial ability of the City to make such adjustments and shall be progressive as follows:

- (A) "B" step upon completion of six (6) months continuous service in "A" step.
- (B) "C" step upon completion of twelve (12) months continuous service in "B" step.
- (C) "D" step upon completion of twelve (12) months continuous service in "C" step.
- (D) "E" step upon completion of twelve (12) months continuous service in "D" step.

An employee who was not granted a step advancement on his/her eligibility date, may be reconsidered for such advancement at any time prior to his/her next eligibility date.

ARTICLE 13. EMPLOYEE BENEFITS

Section 1. Retirement

Retirement Formula – First Tier

Plan: The City agrees to maintain the California Public Employees' Retirement System local safety 3% at 50 plan as set forth in California Government Code Section 21362.2 with the single highest one year calculated as final compensation, fourth-level 1959 Survivor Benefit, and provide the following optional benefits:

- a. An increase in the Retired Employee Death Benefit from 500 to 5,000 pursuant to Section 21623.5 of the California Government Code.
- b. Implementation of the "Postretirement Health Benefits" program pursuant to Section 22825.5 of the California Government Code.
- c. Implementation of the "Military Service Credit as Public Service" provision pursuant to Section 21024 of the California Government Code.

If the City elects not to maintain an active contract with CalPERS for medical insurance under the PEMHCA all employees and retirees will receive the same benefit formula provided in Government Code Section 22825.5 applied toward medical insurance premiums for any new medical insurance plans contracted for by the City.

City Contribution: The City will pay on behalf of all full-time employees an amount equivalent to nine (9%) of the salary of safety employees to the Public Employees Retirement System (PERS) in addition to the regular employer contribution. Said amount will constitute employer-paid member contributions (EPMC) and will be reported to PERS as special compensation for all employees.

Employee Retirement Contribution

Effective July 14, 2012, employees shall pay two-thirds (2/3) [i.e., six percent (6%)] of the required nine percent (9%) employee contribution on behalf of the employee to CalPERS. This payment shall be made on a pre-tax basis.

Effective June 13, 2013, employees shall pay the entire portion of the required nine percent (9%) employee contribution on behalf of the employee to CalPERS. This payment shall be made on a pre-tax basis.

Retirement Formula – Second Tier

As soon as approval is granted by CalPERS, the City shall implement a "second tier" retirement formula for those hired after the PERS Contract Amendment. Such new hires will receive the same pension plan and enhancements as pre-Amendment employees with the following exceptions:

- 2% @ 50 formula
- Three-year average for pension calculation
- Employees to pay 100% of the employee contribution

Employees currently on payroll who are promoted to sworn positions within the Fire Department shall retain their existing 3% @ 50 formula and single highest year pension calculation. Employees who are hired from outside the organization shall be placed on the "second tier" formula.

Retiree Medical Contribution: The City shall continue its contribution of \$150.00 monthly toward the purchase of retiree medical insurance for employees who retired prior to the effective date of this MOU and employees who elect not to be covered under the Postretirement Health Benefits program, should the retiree continue to use the City health care plan through PERS. Employees who elect to be covered under the Postretirement Health Benefits program shall not be eligible for the \$150.00 contribution.

Section 2. Life Insurance

All employees shall receive term life insurance equal to their annual base salary.

Section 3. Flexible Benefit Program

The City will contribute \$1568 per month to each employee through a Flexible Benefit Program in order to purchase basic medical, dental, and vision care benefits. Once the enrollment requirements of our insurance providers are met, the employee has the option to receive any unspent funds as taxable income.

Section 4. Uniform Allowance

The uniform allowance shall be \$780.00. Uniform allowance shall be distributed in payroll checks, in the sum of \$30 during each pay period.

Separate and distinct from the \$780.00 uniform allowance described above, and upon request from an employee newly hired within this unit, the City shall fund the initial new employee purchase of three (3) day uniforms, station work boots, belt/buckle, rain jacket, coat, and class "A" uniform. The newly hired employee has the option of making said purchase and then being reimbursed by the City. Replacement uniform equipment shall be funded by the employee.

Section 5. After-Hours Education Reimbursement Program

The City shall reimburse each full time employee in accordance with the City's After-Hours Education Reimbursement Program. The City encourages and supports educational programs which provide employees the opportunity for personal career development, and directly benefits the City by increasing technical and managerial competency of its staff. Reimbursable costs may include tuition, texts, certain material, and fees for courses at an accredited College or University, which are directly related to the employee's present position or promotion with the City. Fees related to State certified classes in the area of public safety are also eligible. The Education Reimbursement Program is offered to full-time employees, each year, not to exceed the tuition fees for three quarters (0-6 units per quarter) at the California State University, Los Angeles. This amount will be adjusted as necessary to match the tuition fees for three quarters (0-6 units per quarter) at the California State University, Los Angeles. The employee must have passed the course with a "C" or better grade. A completion certificate may be substituted for a grade

report in a pass/fail or other non-graded courses. Said reimbursement shall apply to approved courses at an approved college, and approved college classes.

ARTICLE 14. OVERTIME

Definition: While the 48/96 schedule is in place for shift employees, overtime is defined as all hours actually worked in excess of one hundred eighty two (182) hours in a twenty-four (24) day work period. If the City Council takes action to terminate the 48/96 schedule overtime will be defined as all hours worked in excess of two hundred four (204) hours in a 27 day work period. Overtime for employees assigned to other than shift work shall be those hours over 40 in a seven (7) day period. For purposes of overtime, paid leave time, with the exception of sick leave, will be considered as time actually worked. Overtime shall be reported in increments of fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen minutes. Overtime shall not affect leave accruals. Time spent while attending employee initiated training shall not be considered as time worked for purposes of computing overtime. The City retains the right to require overtime to be worked as necessary.

Overtime Compensation: Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. Time for which the employee has received time and one half, shall not be counted as time worked for purposes of overtime computations.

Payment: Payment for overtime shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

Work Period: The work period for purposes of overtime when the 48/96 schedule is in place, established for shift employees covered by this MOU, is based on a twenty-four (24) day cycle.

Work Week: The average number of hours worked in a bi-weekly period for all full-time employees shall be:

56 Hour Shift Personnel	112 Hours
40 Hour Staff Employees:	80 Hours

7K Partial Overtime Exemption: The City and Association agree to use the 7K partial overtime exemption.

Premium Pay: Premium Pay is the pay received for hours between one hundred ninety two (192) hours worked and the one hundred eighty two (182) FLSA maximum regular hours that may be scheduled in a twenty-four (24) day work cycle. If the City Council takes action to terminate the 48/96 schedule premium pay is the pay received for hours between two hundred sixteen (216) and two hundred four (204) hours.

Notwithstanding anything in this Agreement to the contrary, for purposes of premium pay if a 24 hour shift employee uses sick leave during a 24 day work cycle and works over time during said cycle, such overtime shall be counted as hours worked .

ARTICLE 15. ATTENDANCE AND LEAVES

Section 1. Annual Vacation

Vacation is a right to a leave of absence with pay for the recreation and well being of the employee. Accrued annual vacation may be used for sick leave purposes upon a special request by the employee and with the approval of the City.

(1) Full-time employees shall accrue vacation leave with pay in accordance with the following:

56 Hour Shift Employees		40 Hour Staff Employees	
Years of Service	Annual Accrual (Hours)	Years of Service	Annual Accrual (Hours)
1 - 4	144	1 - 4	103
5 - 9	192	5 - 9	137
10 - 14	216	10 - 14	154
15+	240	15+	171

(2) Vacation leave is credited to the employee's vacation leave account each pay period.

(3) The employee may take all credited vacation and, upon approval of his/her Department Head, any accrued vacation. The time when vacation can be taken is subject to departmental rules and approval of the employee's Department Head or designee.

(4) Upon approval of his/her department head and the City Manager, an employee may carry over a maximum of one hundred (100) hours (40 hour staff employee), one hundred ninety two (192) hours (56 hour shift employee), of credited vacation to the succeeding year. Vacation time can be taken only as time off except upon termination when all credited and accrued time shall be paid at the employee's then current rate of pay.

(5) Holidays occurring while a 40 hour staff employee is on vacation shall not be charged as vacation time.

(6) If a vacationing employee becomes ill or injured, the recovery time shall not be charged as vacation time upon verification of such illness or injury and upon recommendation of the Department Head and approval of the City Manager. If the employee becomes ill or injured while on vacation, the time shall not be charged as vacation time, but rather sick leave time upon verification.

(7) In December 2014, during a window of not less than one week, at the discretion and convenience of the Finance Department, an employee may voluntarily elect to be paid cash for up to maximum of fifty-six (56) hours of accrued vacation. The cash pay out shall be paid on the December 31, 2014 payroll check.

In the Fall of 2015, during a window of not less than one calendar week that will be chosen at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected pay-date, an employee will be given the opportunity to voluntarily elect to be paid cash for up to maximum of

fifty-six (56) hours of accrued vacation. The cash pay out shall be paid on the second regular payroll check in November 2015

In the Fall of 2015, during a window of not less than one calendar week that will be chosen at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected pay-date, an employee will be given the opportunity to voluntarily elect to be paid cash for up to maximum of fifty-six (56) hours of accrued vacation. The cash pay out shall be paid on the second regular payroll check in November 2016.

Section 2. Holiday Leave

Holiday leave is paid at the employee's current salary, at a rate of 156 hours per year for 56 hour shift employees, and a rate of 111 hours for 40 hour staff employees. Holiday leave pay shall be paid on a bi-weekly pay period basis. Holiday pay is for holidays that have occurred in the preceding year and, when appropriate, shall be pro-rated in accordance with the employee's hire date and/or date of separation from service.

Section 3. Sick Leave

Purpose: Sick leave with pay shall be granted to all full-time employees. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal or family sickness or disability. Family is defined as an immediate member of the family; i.e., wife, husband, child, stepchild, parent, brother or sister.

In addition to the above approved uses of sick leave, upon the approval of the employee's department head, a maximum of twenty-four (24) hours may be used for bereavement purposes. This leave shall be permitted in the event of the death of the employee's spouse, child, stepchild, parent, brother, sister, or grandparent. Such leave shall be in addition to leave granted under the Bereavement Leave Program.

Crediting of Sick Leave: Upon completion of the first six (6) months of employment, each employee shall be credited with; seventy-two (72) hours (shift employee), fifty-one (51) hours (40 hour staff employee) of sick leave. After the first six (6) months, sick leave shall be credited at the rate of 5.5385 hours per pay period for shift employees and 3.9562 hours per pay period for 40 hour staff employees. Unused sick leave shall be accumulated without limit.

Notice of Illness or Injury: The Captain or designee must be notified at least one hour prior to the start of the employee's scheduled tour of duty of an illness or injury that will necessitate his/her absence. It is the responsibility of the employee to keep the City informed as to a continued absence beyond the first day of a prolonged illness or injury. A failure to do so may result in the denial of sick leave.

Review: The City may review and determine the justification of any request for sick leave. At the request of the City, a doctor's or dentist's certificate or other adequate proof of illness or injury shall be provided by the employee in case of an absence involving more than 72 consecutive scheduled work hours. Evidence substantiating the use of leave for trivial dispositions, instances of misrepresentation, or violation of the rules defined herein shall be grounds for disciplinary action.

Pay for Unused Sick Leave Upon Retirement: Any permanent employee retiring from City employment shall be paid for thirty-three and one-third (33-1/3%) percent of his/her accumulated and unused sick leave for which credit/compensation has not been received. Said compensation shall be at the employee's final rate of pay.

Sick Leave Buy Back Program: After the completion of one year of service, an employee has the option of being paid for ½ of his credited but unused sick leave at his/her then current rate of pay. Such option applies to the leave credited but unused during the 12 month period ending on October 31st of each year. Leave that is not paid off will remain in the employee's sick leave bank. Payment of unused sick leave shall be included in the 1st paycheck in December.

Section 4. Industrial Injury

Whenever an employee is compelled to be absent from duty due to an injury arising out of and in the course of his/her employment, compensation shall be paid in accordance with and under provisions of the Worker's Compensation Insurance and Safety Act of the State of California. Public safety employees who qualify shall receive full pay up to (1) year pursuant to Labor Code Section 4850.

Section 5. Bereavement Leave

Time off in the event of bereavement may be granted with pay by the City Manager, per event, in the event of death of an employee's wife, husband, child, stepchild, parent, brother, sister or grandparent. Bereavement Leave may not exceed 24 hours in duration for all employees except shift employees wherein said leave shall not exceed 48 hours per event. Upon recommendation of the Department Head and approval of the City Manager, nine (9) hours of bereavement leave per event may be given for a member of the family other than those listed above. Shift employees may be given twenty-four (24) hours per event.

Section 6. Jury Duty Leave

A full time employee who is called to serve as a juror shall be entitled to his/her regular rate of pay for the hours of absence from work during which he/she is serving as a juror. As a condition of the receipt of said pay, the employee shall submit to the City a "Jury Duty Certificate" form stating the time served on jury duty. Any Jury Duty pay, excluding travel expense reimbursements, received during the employee's absence from work will be turned over to the City.

Section 7. Witness Leave

Employees in permanent or probationary full time positions shall be entitled to a leave of absence from work, with pay, when subpoenaed to testify as a witness. Witness leave shall not be charged against any accumulated leave balance and shall be compensated at the employee's regular hourly rate. Any witness fees that are paid to the employee during his absence from work, will be turned over to the City. Witness leave will be granted only for cases that the employee was a witness to while on duty or representing the City.

Section 8. Leave of Absence without Pay

The Personnel Officer may grant an employee a leave of absence without pay for a period not to exceed six (6) months. Any leave of absence for a period longer than six (6) months may be approved by the City Council, but in no event shall a leave of absence exceed one year, with the exception of military leave. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. The approval will be in writing. Upon expiration of an approved leave, the employee shall be reinstated to a position in the class held at the time leave was granted or to a similar position if the class no longer exists. Failure of an employee on leave to report promptly at its expiration shall be cause for discharge. An employee on leave of absence without pay shall not receive or accrue employee benefits.

Section 9. Absence Without Leave

If an employee does not report to work after an approved leave of absence and fails to contact the City within twenty-four (24) hours of the beginning of his/her scheduled shift or is absent without leave for three (3) consecutive twenty-four hour shifts or three (3) consecutive workdays he or she shall be considered to have automatically resigned from the City service. Said employee shall be provided with a written notice of his or her resignation stating the facts supportive of the City's invocation of this section. If the employee challenges the City's facts he/she shall be given an informal opportunity to present his or her version of the facts. The purpose of this informal hearing is to permit the employer to make factual determinations as to whether the employee has been on an unauthorized absence for three (3) consecutive twenty-four (24) hour shifts or three (3) workdays.

ARTICLE 16. SAFETY

Section 1. Safety Equipment

All City approved, government mandated safety equipment, including the Safety Uniform Boots, shall be supplied by the City at its expense. This equipment includes, but is not limited to; turnout coats, turnout pants, turnout boots, goggles, gloves, protective brush fire clothing, self-contained breathing apparatus, and hoods.

At the employee's request, and approval by the City, Safety Uniform Boots other than the City provided boots that meet government mandated standards may be purchased. The City will reimburse the employee for the cost of the boots subject to a maximum reimbursement of \$235.00 per pair, per year, unless otherwise approved by the Fire Chief.

Section 2. Physical Examination

At the request of the employee and on a voluntary basis, all firefighters in the Fire Department may be reexamined for physical fitness according to the following schedule:

1. Firefighters 45 years old and younger – once every 3 years.
2. Firefighters 46 years old and older – once every year.

Section 3. PAC Testing

Unless otherwise mandated by regulatory agencies, the parties agree upon adoption of the 2007-2009 MOU by the Council, to eliminate PAC Testing and such testing shall therefore not be a condition precedent to assignment to a strike team.

ARTICLE 17. SHIFTS/HOURS OF WORK

Section 1. 56 Hour Week Employee

Standard Shift: The standard shift represents the time that an employee is regularly scheduled to work. A regularly scheduled shift that commences before midnight and ends the following day shall be reported, for payroll purposes, as time worked on the day the shift began.

Standard Work Week: The Standard Work Week shall be fifty-six (56) hours for safety suppression personnel as that term is typically defined for fire service suppression personnel. For FLSA purposes the 7K exemption is used. The "Standard Work Week" shall be forty (40) hours for non-shift personnel.

48/96 Schedule:

The San Gabriel Fire Department will utilize the 48/96 work schedule.

Work Period

- A. The 48/96 schedule is a three platoon system in which each employee will work two consecutive twenty-four hour shifts for a total of forty-eight hours (one tour), and have ninety-six consecutive hours off duty. A typical work schedule is as follows:

X = work day, O = day off XXOOOOXXOOOO (repeats).

- B. A "shift" will consist of a 24 hour period.
- C. Employees assigned to the 40 hour work schedule will not be affected by this agreement.
- D. In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work December 24th will be assigned to work on December 23rd.
- E. Bargaining unit members in the classifications of Fire Fighter, Fire Engineer and Fire Captain, who are not assigned to work 40 hours per week, shall normally work a 48/96 work schedule averaging 56-hour work week. This will be on a 24-hour shift basis and on a 24-day FLSA 7(k) work period. The work period shall begin at 8:00 a.m. after twenty four 24-hour shifts have been worked.

Lunch Period: Subject to field conditions and/or suppression or other emergency work requirement, the City agrees to provide: One (1) period, sixty (60) minutes in duration for the purpose of eating lunch during the standard daily work period.

Shift Exchanges: Full time employees shall have the right to shift exchanges with approval of the immediate supervisor. Repayment of shift exchanges shall be the sole responsibility of the employees exchanging shifts.

Section 2. 40 Hour Staff Employee

Work Period: The work period for employees represented by Local 2197 who are assigned to a 40-hour staff assignment shall be eighty (80) hours of work over nine (9) work days ("9/80" schedule) in the fourteen (14) day pay period. The employee's day off shall be determined by the Fire Chief, and is subject to change due to the needs of the department, with thirty (30) day notification to the employee. The 40 hour employee will work eight (8), nine (9) hour days, and one (1), eight (8) hour day, with the employee being allowed one 30 minute, unpaid lunch period, and two 15 minute, paid breaks each day.

Holidays: 40 hour staff employees shall be granted all holidays recognized by the City with no deduction in pay. Holiday leave pay shall be paid pursuant to Article 15, Section 2.

Conversion of leave banks: When a 56 hour shift employee is reassigned to a 40 hour staff position, hours in the employee's sick leave and vacation leave banks shall be converted by multiplying bank hours by 40/56ths, or .7143. Upon return to a 56 hour shift assignment, all hours in the 40 hour staff employee's bank shall be converted by multiplying the total by 1.4.

Special Pay: 40 hour staff employees shall receive the following Special Pay incentives, as described in Article 11, Section 2: Bi-Annual Paramedic Recertification Pay, Recall Pay, Education Pay, and Bilingual Pay. Paramedic Premium Pay may be provided at the discretion of the Fire Chief, and with the approval of the City Manager, based upon the nature of the employee's assignment.

Paramedic Recertification Reimbursement: 40 hour staff employees shall be reimbursed for costs associated with paramedic recertification.

ARTICLE 18. STAFFING

The City and Association agree that considering services, equipment, and operational demands that maintenance of the station staffing as outlined below is in the best interest of the City.

Station 51

One (1) Fire Captain or qualified move up
One (1) Fire Engineer or qualified move up
One (1) Firefighter
Two (2) Firefighter Paramedics

Station 52

One (1) Fire Captain or qualified move up
One (1) Fire Engineer or qualified move up
One (1) Firefighter Paramedic

However, it is also agreed that there may be situations that will require changes in station staffing. Accordingly, the City reserves the right to effect changes as necessary to address such situations with the understanding that the staffing of any in-service engine will not be less than the following:

One (1) Fire Captain or qualified move up
One (1) Fire Engineer or qualified move up
One (1) Firefighter

ARTICLE 19. PROBATIONARY PERIOD

New hire employees shall serve a one (1) year probation. This probation shall consist of at least one hundred twenty two (122) shifts of work. Leave time of any type (paid or unpaid) shall not count toward time served or shifts worked.

Promotional probationary employees shall serve a six (6) month probation. This probation period shall consist of sixty-one (61) shifts of work. Leave time of any type (paid or unpaid) shall not count toward time served or shifts worked.

ARTICLE 20. PROMOTIONAL TESTS/PARAMEDIC/EMT1

Section 1. Promotional Test Schedule

Promotional tests shall be completed by the end of October every other year for the classes of Fire Engineer and Fire Captain or as needed to establish lists for promotions and qualified move up. The City's Personnel division will complete the process and certify an eligibility list by October 31 of each year. Examinations will be scheduled at the convenience of the City after giving due consideration to the interests of the candidates to the extent possible while still complying with the October 31 deadline. If an event occurs outside of the City's control which impacts the examination process, such as an emergency condition or the filing of a grievance or legal action by one or more of the candidates, the City shall be under no obligation to adhere to the above timeframe. Likewise, the examination schedule can be modified to address anticipated or ongoing personnel vacancies.

Section 2. EMT 1 Certification/Paramedic Licensure

All employees shall be required to possess a current EMT 1 certification valid in the State of California, unless their job description is Firefighter/Paramedic. All Firefighter/Paramedics shall be required to possess and maintain a current, valid California Paramedic license and accreditation by the Los Angeles County Department of Health Services.

ARTICLE 21. PERSONAL AUTOMOBILE MILEAGE REIMBURSEMENT

Mileage compensation for authorized travel of City employees and officials by private automobile shall be paid at the rate designated by the Internal Revenue Service. Mileage reimbursement will be paid on the distance between the employee's home and the destination point of the authorized travel, or between the workplace and the destination point of the authorized travel, whichever is less.

ARTICLE 22. DISCIPLINARY ACTION AND ADMINISTRATIVE REVIEW

Section 1. Disciplinary Action

Disciplinary action refers to actions by management directed to the modification of employee conduct that is contrary to the best interests of the public service. It is primarily corrective in nature and taken in response to acts or a failure to act on the part of the employee. Disciplinary action does not include performance counseling and/or evaluations, demotions, pay reductions or layoffs resulting from organizational or service changes. The following disciplinary actions may be taken against an employee:

- A. Oral and Written Reprimands: Informal (oral) or formal (written) notification of performance or conduct deficiencies.
- B. Suspension: An involuntary absence without pay.
- C. Salary Reduction: A reduction in pay from the employee's current step within a pay range to any lower step within that same range as provided in the Compensation Plan.
- D. Demotion: Involuntary movement from a position in one class to a position in another class having a lower salary range.
- E. Dismissal: Discharge from the City service.

Section 2. Cause for Disciplinary Action

The following is a nonexclusive list of the more common causes for disciplinary action:

- A. Violation of City policies, ordinances, rules, and regulations.
- B. Failure to maintain job performance standards.
- C. Failure to maintain an adequate personal appearance.
- D. Lack of cooperation and courtesy.
- E. Insubordination
- F. Carelessness
- G. Punctuality and/or attendance problems.
- H. Violation of a safety rule.
- I. Failure to maintain prescribed records (i.e., falsifying, concealing, misusing, mutilating, or removing)
- J. Willful concealment of pertinent information from supervisors.
- K. Physical abuse or threats directed at supervisors, co-workers, or the public.
- L. Sexual harassment.
- M. Willful damage or theft of City property or property of others.
- N. Being under the influence of alcohol while on duty.
- O. Using, possessing, or being under the influence of illegal drugs or narcotics while on duty.
- P. Conviction of a felony.

- Q. Commission of acts that would bring discredit on the City.
- R. Unauthorized use of a City position for personal gain.
- S. Lying to a City representative regarding City business or issues relating to his or a fellow employee's conduct or employment.

Section 3. Notification of Proposed Disciplinary Action

An affected employee shall be given prior written notice of a proposed disciplinary action, except reprimands, unless the good of the service demands that such action be taken immediately. Notification shall include a statement of the proposed action, reasons therefore and materials supportive of the action.

Section 4. Administrative Review

Right to Administrative Review: Any permanent employee shall have the right to an administrative review by the City Manager of a disciplinary suspension, salary reduction, demotion, or dismissal. Such review will be conducted prior to the effective date of the disciplinary action unless emergency circumstances justify an effective date that makes prior review unfeasible. In this event, the review shall be conducted within a reasonable period of time after the effective date of the disciplinary action.

Upon notification of a proposed or immediately after an effected disciplinary action the employee may request a review of the matter by the City Manager. Such written request; (a) must be submitted within 10 business days of the notification or action, (b) be directed to the Personnel Director, (c) include a statement of disputed issues, (d) the employee's position on each issue, and (e) action desired.

The employee's request plus all relevant forms, reports, records, and documents shall be submitted to the City Manager. The City Manager shall conduct such investigation deemed advisable. At the conclusion of the Manager's review and within 20 business days from receipt of the employee's request, the Manager shall give his decision in writing to the employee.

For the purpose of this section, a business day shall be defined as Monday through Friday when City Hall is open for business. Days upon which City Hall is closed for business (holidays, etc.) shall not be considered a business day.

An employee has the right to be represented in the Administrative Review.

ARTICLE 23. COMPLAINT AND GRIEVANCE PROCEDURE

Section 1. Purpose of Complaint and Grievance Procedure

It is the City's purpose to provide an effective and acceptable system whereby employees can seek resolution of grievances or complaints on matters affecting their jobs. All levels of administration and supervision are expected to inform and encourage employees to discuss matters affecting their employment.

Section 2. Definitions

Complaint: An allegation or charge that a wrong has been committed.

Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.

Grievance: An expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee imposed by City Ordinances, Rules or Regulations.

Grievance Procedure: A structured method for resolving grievances.

Representative: A person who at the request of the employee or management is invited to participate in grievance conferences.

Section 3. Complaint Procedure

Step 1

The employee should review any complaint with his supervisor. The supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

Step 2

If the action taken by his immediate supervisor is not satisfactory, the employee may take his complaint to successive levels of supervision as determined by the chart of organization.

Section 4. Grievance Procedure

Step 1

The employee shall inform his supervisor of his grievance and relevant facts within ten business days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and his immediate supervisor within two business days after the employee has expressed his grievance. The immediate supervisor shall advise the employee of his decision within two business days following the conference.

Step 2

If the grievance is not resolved in Step 1, the employee shall put the grievance in writing and submit copies to his immediate supervisor and department head not later than five business days following completion of Step 1. The written grievance shall include a citation of the sections of the ordinance or rules and regulations alleged to have been violated and remedy sought by the employee. The department head shall review the grievance and, if requested by the employee, meet with the employee to discuss the grievance. The department head shall give his written decision to the employee within five business days from receipt of the grievance.

Step 3

In the event the grievance is not resolved in Step 2, the employee may submit his grievance to the City Manager not later than five business days following completion of step 2. The City Manager shall review the grievance and give his written decision to the employee within ten business days from receipt of the grievance.

Step 4

If the grievance is not resolved in Step 3, the employee may request, in writing, that the grievance be referred to the Civil Service Commission. Such request shall be made within five business days after receipt of the decision in Step 3.

Section 5. General Provisions

- A. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures.
- B. Forms for filing and processing grievances and other documents necessary under these procedures shall be prepared by the Personnel Director and given appropriate distribution.
- C. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- D. The grievant may be required to be present at any step in the grievance procedure.
- E. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall constitute a declining of further appeal and render the decision reached in the preceding step final.
- F. The time limits specified at any step in this procedure may be extended by the City to accommodate work schedules or by mutual agreement.
- G. The employee has the right of representation beginning with Step 2 of the Grievance Procedure.
- H. The grievant may use a reasonable amount of work time as determined by his department head in discussing and presenting his grievance.
- I. If an employee's grievance involves charges against his supervisor or department head alleging sexual harassment or improper actions pursuant to Section 53296, et seq, of the California Government Code he/she may request that the grievance procedure be initiated at Step 3.

ARTICLE 24. RULES AND REGULATIONS

The Association agrees that the City of San Gabriel Civil Service Rules and Regulations and the provisions of Resolution 02-12, excepting contrary provisions included herein, as they pertain to represented employees are and shall remain in full effect.

The parties agree to reopen this MOU to discuss the Civil Service Rules and Regulations and the provisions of Resolution 02-12. The parties acknowledge that this reopener does not obligate the City to change and/or modify any provision of the MOU during the term of this contract. Any changes/modifications to the MOU as a consequence of this reopener must be by mutual agreement. The failure to reach mutual agreement is not subject to the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

ARTICLE 25. COMPENSATORY TIME OFF

Bargaining unit members can earn compensatory time off to a maximum of 120 hours. Compensatory time off shall be earned at the same rate and in the same way as overtime. Compensatory time off may be taken at the discretion of the department. Unit members will not be denied use of compensatory time off where such use will not require the City to pay overtime to fill the vacancy. Once compensatory time off is approved it cannot be revoked later than 14 days before the date it is to be taken, except in cases of emergency.

ARTICLE 26. OVERTIME POLICY

Purpose

Overtime may be necessary to adequately staff emergency apparatus, or to maintain staffing levels for emergency or potential emergency situations. The Department maintains the right to establish minimum staffing, and hire to that level, based on; current need; Memorandums of Understanding; federal, state and local mandates; emergency situations; and other situations, where staffing is needed.

When overtime is needed, the policy is to offer the overtime on as equitable a distribution as possible, keeping in mind Department need.

Policy

1. It will be the responsibility of the on duty Fire Division Chief, to maintain adequate staffing and to determine when overtime will be needed to reach that level.
2. When the Fire Division Chief determines that overtime will be needed, he/she will cause that position to be filled, as soon as possible, based on the following:
 - a) An Electronic list or card file will be maintained which includes all members' names sorted by rank, shift and number of Overtime hours worked.
 - b) The position that creates the overtime (position that drops staffing below the minimum, as determined by the Fire Chief or his designee) is the position that is first contacted to fill the overtime. (The rank of the person scheduled for that position is not the basis for the overtime preference.)
 1. Example 1: If a Captain is on vacation and a FF/PM is scheduled to fill his position per the roster, and that FF/PM calls in Sick Leave, the Captains will be contacted first to fill the overtime need. If no Captain agrees to work overtime, an Acting Captain from the same shift on duty will fill the Captain's position, and that person's position will be filled.
 2. Example 2: If a Captain is on vacation, an Engineer is on sick leave and a FF/PM becomes the second person to call in sick, then an acting captain on that shift will move up to the position of captain and an acting engineer will move up to engineer. The person that is called for the overtime will then be a FF/PM.
 - c) Call order (the offering of voluntary overtime) will be based on number of "voluntary overtime hours worked" and the position that needs to be filled. Personnel qualified for the position will be called based on number of hours worked in the period. Persons with the least number of voluntary hours will be contacted first.
 - d) Voluntary overtime hours worked will not include; mandatory overtime (see "Force Hire" policy), required meetings or classes, and overtime periods less than 8 hours.
 - e) When an individual accepts a voluntary overtime (more than 8 hours) those hours will be added to the total.
 - f) Voluntary hours worked will be "zeroed out" twice a year, on January 1 and July 1.
 - g) Once an individual accepts overtime, those hours will be added to his/her total. If an individual cancels overtime, for any reason, those hours will be counted, as if they had been worked. If the Department cancels the overtime, those canceled hours will be deducted from the individual's total.
 - h) For immediate need or continuity the Fire Division Chief maintains the prerogative to fill overtime based on proximity to the works site, the individual's involvement in a project or

program, or other Departmental needs. The decision to deviate from the above policy will only be made by the Fire Division Chief or Acting Fire Division Chief, and will only be used for bona fide Operational/Divisional reasons.

- i) Based on minimum staffing levels and/or the inability to fill positions on a rank for rank basis, it may be necessary to fill vacancies with acting positions. Preference for filling acting positions will be to first use individuals on a current eligibility list. Second preference is individuals that are determined qualified in the position by the Fire Division Chiefs.
- j) Force Hire overtime does not count towards an individual's total hours worked.
- k) "Strike Team" or "single resource" overtime hours are considered voluntary overtime, and will be added to an individual's total hours worked.
- l) Any incident (not including a strike team or single resource callout) that goes beyond an individual's duty shift will not count toward an individual's total hours worked, even when they exceed the minimum 8 hours.

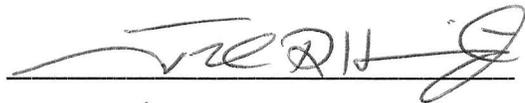
Contact Procedures

- 1. The person responsible for filing overtime positions will make "good faith" attempts to contact personnel based on their place on the overtime list. This includes calling home and mobile phones.
- 2. All contact, or non-contact, information will be noted on the overtime list.
- 3. If the Fire Division Chief or his designee is unable to fill a position with a voluntary overtime, he/she will fill the position using the "Force Hire" policy.

Special Events Overtime

- 1. A separate card file for "Special Events" will be kept with the other overtime file.
- 2. Procedure for "Special Events" is as follows:
 - a) Personnel will be offered "Special Event" overtime as it is requested through City Hall.
 - b) Each day/event will be considered a separate detail with separate offers being made as appropriate.
 - c) An individual may turn down one special event overtime without having their card moved. A person's card will be moved to the rear of the file if they accept an event lasting 6 hours or longer, or on the third consecutive refusal.
 - d) An individual must accept the entire offer only. No request to split the offer will be allowed
 - e) If an individual cancels a Special Event overtime, for any reason, those hours will be counted, as if they had been worked. If the Department cancels the overtime, the individual's card will be placed back in its original position, and the hours will be removed from their record.

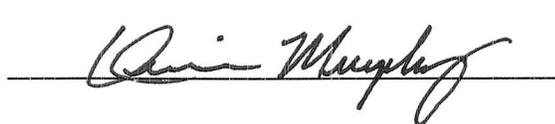
CITY OF SAN GABRIEL



Mayor

Dated: 12/16/2014

SAN GABRIEL FIREFIGHTERS' ASSOCIATION



Dated: 12/12/14

Exhibit A

	<i>Effective June 28, 2014</i>				
	A	B	C	D	E
Fire Captain	\$7,169	\$7,527	\$7,903	\$8,299	\$8,714
Deputy Fire Marshal	\$7,169	\$7,527	\$7,903	\$8,299	\$8,714
Fire Engineer	\$6,065	\$6,368	\$6,687	\$7,021	\$7,372
Firefighter	\$5,258	\$5,521	\$5,797	\$6,087	\$6,392

	<i>Effective June 27, 2015</i>				
	A	B	C	D	E
Fire Captain	\$7,240	\$7,602	\$7,983	\$8,382	\$8,801
Deputy Fire Marshal	\$7,240	\$7,602	\$7,983	\$8,382	\$8,801
Fire Engineer	\$6,126	\$6,432	\$6,754	\$7,091	\$7,446
Firefighter	\$5,311	\$5,577	\$5,855	\$6,148	\$6,456

	<i>Effective June 25, 2016</i>				
	A	B	C	D	E
Fire Captain	\$7,313	\$7,678	\$8,062	\$8,465	\$8,889
Deputy Fire Marshal	\$7,313	\$7,678	\$8,062	\$8,465	\$8,889
Fire Engineer	\$6,187	\$6,496	\$6,821	\$7,162	\$7,520
Firefighter	\$5,364	\$5,632	\$5,914	\$6,210	\$6,520

Exhibit B
Effective July 1, 2012

Deputy Fire Marshal Position

- Assignment to be from the Captain Rank
- Full duty position
- Shall not work in a 56 hour capacity except for Saturdays and Sundays. Shall not be used to fill a floor position except in the instances of a City or area emergency that effects the operational integrity of the organization and staffing needs cannot be otherwise mitigated through normal overtime hiring practices. Emergency in this case is to be understood as exigent circumstances affecting the immediate or local ability to respond appropriately to 911 calls for service.
- The overtime rate for working on the floor would be the 56 hour rate, and we would use the FLSA-approved formula to blend the rates when appropriate. The Captain in DFM assignment will be put into the rotation for overtime assignments on the weekend to the same extent other Captains are offered overtime. Overtime worked in the DFM assignment will be converted to 56 hour overtime to determine eligibility for weekend overtime in comparing to other Captain's overtime levels.
- Vacation selection limited to 15 consecutive work days per selection.
- 2 years is the maximum amount of time in the DFM position. However, member in the position has first choice of extending time in the assignment. It will be at the Fire Chiefs discretion to remove member at any time prior the completion of the 2 years.
- Member going into the rotated position has 1 year transition period with the current DFM. Transitioning member will continue to work as a 56 hour captain on Engine 51 during this period
- Carry-over of paramedic pay, USAR pay, education bonus, bilingual pay.
- DFM to receive Premium pay. Adjustments shall be made to ensure PERSable income will not be lost. (Administrative Captain pay increase may be required to ensure no loss of PERSable income when member makes transition from 56 hour week to 40 hour week.)
- DFM responsible for plan review on small residential and commercial projects. Department shall out source plan review on large, multi storied commercial projects.
- Testing to remain in house.
- DFM qualification will require that the candidate take, successfully pass the Captain examination and be promoted to the rank of Captain.
- Highly desirable classes shall be listed on the Job flyer.(Fire Prevention 1A, 1B, 1C.)
- Unless the DFM volunteers, he/she shall not be left in that position after 2 year assignment is completed.
- Only Captains promoted after March 1, 2009 will be included in the DFM rotation. However, any Captain promoted before March 1, 2009 may volunteer to be included in the DFM rotation. In the event a volunteer for the DFM assignment is not found, the Department shall assign Captains in the order they were promoted after March 1, 2009. No Captain shall be required to do a second

tour in the DFM assignment until after ALL Captains promoted after March 1, 2009 have done at least one tour.

- Fire Captain Job flyer to address/define DFM Position, Typical Duties, Qualifications, including: Educational/Experience, License/Certification requirements, Desirable Qualifications.

DEFINITION

Under general supervision, participates in a variety of highly technical fire prevention, inspection, and code enforcement programs for industrial and commercial establishments and places of public assembly; establishes and coordinates fire prevention and education programs; performs related duties as required.