

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN GABRIEL
AND
SAN GABRIEL FIRE MANAGEMENT GROUP**

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 Fire Management Group, hereinafter referred to as the "Group," 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 Group 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 Any prior or existing MOU between the parties regarding any such matters are hereby superseded and terminated in their entirety.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 Group 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to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby. If any substantive part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision.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 Group is hereby recognized as the exclusive bargaining representative for those employees with the job classification of Fire Division Chief.

ARTICLE 4. TERM

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

In an attempt to "capture" all "wages, hours, and other terms and conditions of employment" pursuant to Government Code Section 3500, in a single, comprehensive document, the parties agree to re-open this MOU to discuss a "comprehensive MOU" which would document only current salary, benefits, and practices.

By no later than September 1, 2015, the Group shall present the City with a proposed "comprehensive MOU." Thereafter, the City will meet expeditiously, and diligently, with the Group to discuss the "comprehensive MOU."

The parties acknowledge that this re-opener does not obligate the City to change and/or modify any provisions of the MOU during the term of this MOU. Any changes/modifications to the MOU as a consequence of this re-opener 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 5. SCOPE OF REPRESENTATION

It is mutually recognized between the City and the Group that the scope of representation of the Group 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 Group.

ARTICLE 6. 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 Group 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 7. EMPLOYEE RIGHTS

The City and Group 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 8. WORK DISRUPTION

The parties agree that no work disruption of any kind shall be caused or sanctioned by the Group 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 Group 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 Group or members thereof, the City shall institute no lockout of employees during the term of this agreement.

ARTICLE 9. APPROVAL

It is understood that this Memorandum of Understanding hereafter referred to as, "MOU," has been presented to the members of the Group 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 10. COMPENSATION

Effective June 28, 2014, employees represented by the Group shall receive a 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. In addition, employees represented by the Group and

serving as Division Chief while the City of San Gabriel is participating in a "shared services" agreement for command staff personnel shall receive an additional base salary increase of five percent (5%).

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

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

Salary Ranges: The steps shown in Exhibit "A'" shall be applicable for the employees' base salary for each classification represented by the Group.

ARTICLE 11. UNIFORM ALLOWANCE

Uniform allowance distributions shall be distributed in payroll checks, in the sum of \$30.00 during each payroll period.

ARTICLE 12. SICK LEAVE

After the completion of one year of service, an employee has the option of being paid for 1/2 of 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.

ARTICLE 13. HOLIDAY PAY

Holiday leave for shift employees is paid at the employee's current salary, at a rate of 156 hours per year. Holiday pay shall be distributed on a prorated basis during each bi-weekly pay period.

ARTICLE 14. LONGEVITY INCENTIVE

Each unit member shall receive a longevity incentive payment in accordance with the following schedule. Eligibility for each tier commences with the start date of the initial tier level, for example, the start of the fifth year of employment. "Years of service" are defined as consecutive years of service in the employee of the City of San Gabriel.

<u>Years of Service</u>	<u>Payment</u>
5 to 9	\$500.00/year
10 to 14	\$750.00/year
15 or more	\$1,000/year

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

ARTICLE 15. DRIVER'S LICENSE REQUIREMENT

The City requires bargaining unit members to have a Class "C" driver's license only.

ARTICLE 16. LIFE AND LTD BENEFITS

Unit member shall receive enhanced life and LTD benefits.

ARTICLE 17. PARAMEDIC LICENSE

Personnel in the Division Chief rank will no longer be required to maintain an EMT-P (Paramedic) license or accreditation as a condition of their employment.

ARTICLE 18. WORK SCHEDULE

Effective September 24, 2010 members of the bargaining unit shall be placed on a 48/96 work schedule. The 48/96 schedule will continue unless terminated by the City Council, at their sole discretion, between June 1 and June 30, 2013. Nothing herein shall, preclude the Group from requesting to revert to the prior work schedule during the meet and confer process for the 2013/2014 MOU.

ARTICLE 19. OVERTIME

The Division Chief classification and all associated assignments are designated as FLSA exempt and not legally entitled to overtime compensation. The City will not make FLSA exempt status retroactive to July 1, 2014, thereby not having to recalculate overtime and recapturing the fifty percent (50%) premium already paid. Similarly, the City will not recalculate overtime utilizing the retroactive base rate; there will be no adjustments to past overtime already paid.

Notwithstanding the above, the City agrees to compensate employees for more than 112 hours worked per pay period for purposes of position coverage from a vacancy due to illness or vacation leave at the employee's base hourly shift rate ("straight time"). Further, the City agrees to compensate employees for more than 112 hours per pay period for purposes of position coverage that is known in advance to be reimbursed through local, state, or federal funding, grant funding, or other method of reimbursement at time and one-half (1½) the employee's base hourly shift rate, where funding has been secured in advance (strike teams, for example).

ARTICLE 20. 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.

ARTICLE 21. SHIFT CHANGE

Effective July 1, 2012, members of the bargaining unit will conduct shift change at 10:00 A.M. This change will be subject to a one (1) year trial period during which the City may revert back, at any time, to the previous shift change time of 8:00 A.M.

ARTICLE 22. VACATION/COMPENSATORY TIME CASH OUT

As soon as is practicable for the Finance Department, employees will be offered an opportunity lasting not less than one calendar week to voluntarily elect to be paid cash for up to maximum of one week of accrued vacation. For shift employees, one week shall mean fifty-six (56) hours; for non-shift employees, one week shall mean forty (40) hours. The cash pay out shall be paid on a payroll check within two payroll cycles of the employees' election.

In the Fall of 2015, during a window of not less than one calendar week, at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected paydate, an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation or fifty-six (56) hours for shift employees. The cash pay out shall be paid on the second regular payroll check in November 2015.

In the Fall of 2016, during a window of not less than one calendar week, at the discretion and convenience of the Finance Department, but not outside six (6) weeks of the selected paydate, an employee may voluntarily elect to be paid cash for up to maximum of forty (40) hours of accrued vacation or fifty-six (56) hours for shift employees. The cash pay out shall be paid on the second regular payroll check in November 2016.

ARTICLE 23. RETIREMENT FORMULA

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:

- 2% @ 50
- Three-year average
- Post retirement survivor allowance
- Employees to pay 100% of the employee contribution

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

ARTICLE 24. EMPLOYEE RETIREMENT CONTRIBUTION

Effective July 14, 2012, or the date of agreement/implementation with the San Gabriel Firefighters Group (whichever date is later), 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.

ARTICLE 25. 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.

ARTICLE 26. RANK AND JOB TITLE

In recognition of the evolution of the scope and duties of the positions represented by the GROUP, the CITY agrees that the rank of all members of the GROUP is to be changed from Battalion Chief to Division Chief effective July 1, 2012. Additionally, job titles representing the responsibility cluster of each member shall be assigned as follows:

- Emergency Manager
- Operations Officer
- Training Officer

ARTICLE 27. DEPUTY CHIEF ASSIGNMENT

A Deputy Chief assignment is hereby established for the Division Chief base classification, to be utilized when the City is participating in a "shared services" agreement for command staff personnel. The Deputy Chief will serve as the stand-in for the shared Fire Chief in one of the participating cities for all administrative matters, at the discretion of the Fire Chief.

If appointed by the Fire Chief or the respective City Manager (or his/her designee) to serve in the Deputy Chief capacity, a five percent (5%) assignment pay shall apply, as designated in Exhibit A. The Deputy Chief is a 40 hour, non-shift assignment, but shall be eligible for overtime shift coverage payable at the 56 hour shift rate, at the discretion of the Fire Chief. For the duration of the assignment, all leave and benefit accruals will occur at the 40 hour rate. The Deputy Fire Chief will be entitled to observe all City holidays in lieu of receiving holiday pay. The City will not seek reimbursement for any Holiday Pay, pursuant to Article 13, paid prior to the forty (40) hour assignment.

SAN GABRIEL FIRE
MANAGEMENT GROUP

Derrick Daelden

Date 5/21/15

CITY OF SAN GABRIEL

Jason P... Mayor

Date 6/2/15

Exhibit A

<i>Effective June 28, 2014</i>					
	A	B	C	D	E
Fire Division Chief * Deputy Chief (Shared Services)	\$10,162	\$10,670	\$11,203	\$11,763	\$12,351
Fire Division Chief (Shared Services)	\$9,678	\$10,162	\$10,670	\$11,203	\$11,763
Fire Division Chief	\$9,217	\$9,678	\$10,162	\$10,670	\$11,203

<i>Effective June 27, 2015</i>					
	A	B	C	D	E
Fire Division Chief * Deputy Chief (Shared Services)	\$10,262	\$10,775	\$11,314	\$11,880	\$12,474
Fire Division Chief (Shared Services)	\$9,774	\$10,262	\$10,775	\$11,314	\$11,880
Fire Division Chief	\$9,309	\$9,774	\$10,262	\$10,775	\$11,314

<i>Effective June 25, 2016</i>					
	A	B	C	D	E
Fire Division Chief * Deputy Chief (Shared Services)	\$10,366	\$10,884	\$11,428	\$11,999	\$12,599
Fire Division Chief (Shared Services)	\$9,872	\$10,366	\$10,884	\$11,428	\$11,999
Fire Division Chief	\$9,402	\$9,872	\$10,366	\$10,884	\$11,428