

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
SANTA MONICA FIREFIGHTERS
LOCAL 1109 IAFF

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MEMORANDUM OF UNDERSTANDING
SANTA MONICA FIREFIGHTERS LOCAL 1109 IAFF
CITY OF SANTA MONICA

ARTICLE I. GENERAL PROVISIONS

1.01. Parties to Memorandum

This memorandum of understanding (MOU) is made and entered into by and between the City of Santa Monica (hereinafter referred to as "City") and the Santa Monica Firefighters Local 1109 (hereinafter referred to as "Local 1109" or "employees"), pursuant to the terms of Government Code 3500 et seq. and the City of Santa Monica Ordinance 801, hereby incorporated by reference as if fully set forth herein. This MOU covers these employees in the classifications listed in Section I.04 below.

1.02. Purpose

The parties agree that the purpose of this MOU is: to promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this memorandum, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by Local 1109.

1.03. Term of Agreement

This agreement shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2017. This Agreement will be renewed on a year-to-year basis thereafter unless either party provides written notification to the other by March 1 of the desire to terminate or modify the agreement. Both parties agree to make every effort to schedule the first meeting no later than April 1, with a signed contract desired by July 1.

If the Agreement is renewed by mutual agreement of the parties all terms and conditions of the MOU shall remain in full force and effect except that employees represented by Local 1109 shall receive a general salary increase (also known as a cost of living adjustment) equal to the highest salary increase received by any other City bargaining unit.

For the purpose of this provision an equity adjustment granted to a specific job classification represented by a bargaining unit shall not be considered a general salary increase (also known as a cost of living adjustment) for that bargaining

unit. Salary adjustments implemented for employees in a bargaining unit that represents a single job classification are considered to be equity adjustments.

1.04. Union Recognition, Responsibilities, and Rights

A. Recognition - The City recognizes Local 1109 of the International Association of Firefighters (IAFF) as the recognized bargaining agent for the employees in the following job classifications:

- Battalion Chief
- Fire Captain
- Fire Engineer
- Firefighter
- Fire Marshal
- Assistant Fire Marshal
- Senior Fire Inspector
- Fire Inspector

Except as previously agreed by the parties, no position currently occupied by a firefighting employee who is a safety member of the retirement system shall be filled by an employee who is not a safety member of the retirement system unless the parties mutually agree otherwise. Furthermore, for the term of this contract, no position currently occupied by a firefighting employee who is a safety member of the retirement system shall be eliminated. The parties shall continue to discuss potential clarifications to this provision, with any resulting agreements to be memorialized in an amendment to this Agreement.

It is the mutual understanding of the parties that acknowledgment of Local 1109 as the recognized employee organization:

- (1) Does not preclude employees in such job classifications from representing themselves individually in their employment relations with the City.
- (2) Does not preclude or restrict the right of management officials to meet and consult with employees in such job classifications concerning their employment relations with the City.

B. Duty of Representation - Local 1109 has the duty to fairly represent all members of the bargaining unit. Accordingly, Local 1109 agrees and shall assume its responsibilities as the recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion.

C. Scope of Representation - The scope of representation of the recognized employee organization shall be in accordance with the valid laws, statutes and ordinances of the State of California and the City of Santa Monica.

1.05. Full Understanding, Modification, and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation as outlined in Section 2.05 of Ordinance No. 801. This MOU constitutes the full and complete agreement of the parties. Each party, for the term of this MOU, specifically waives the right to demand or petition for changes herein; however, both parties may mutually agree to meet and confer over items and issues contained herein.

1.06. Management Rights

The City retains all rights not specifically delegated by this agreement, including, but not limited to the exclusive right to:

direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees;

relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;

determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;

determine the appropriate job classifications and personnel by which government operations are to be conducted;

determine the overall mission of the unit of government;

maintain and improve the efficiency and effectiveness of government operations;

take any necessary actions to carry out the mission of an agency in situations of emergency; and

take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement and perform all other functions not specifically made subject to the meet and confer process elsewhere in this MOU.

1.07. Peaceful Performance of City Services

For the duration of this agreement, the City agrees not to lock out employees represented by Local 1109; and Local 1109 agrees to abide by Section 4.04 (A-C) of Ordinance 801.

1.08. Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, negotiate for the purpose of replacing any such invalid or illegal provision.

Should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter provision which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision. Notwithstanding the foregoing, the parties agree to make no change in wages, benefits, accumulation of sick leave or vacation during the term of this MOU, other than those specified in this MOU.

1.09. Equal Employment

The Association and the City agree to adhere to the workplace policies set forth in the City of Santa Monica Administrative Instructions regarding anti-discrimination and anti-harassment as well as applicable Federal and State anti-discrimination and equal employment opportunity laws.

Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their legitimate rights under these policies.

1.10. Definitions

The following definitions are to be applied in the interpretation of this MOU:

A. "Salary Range" shall mean the normal five-step (1 through 5) hourly or monthly pay scale (and the bi weekly equivalent) assigned to each employment position represented by Local 1109.

B. "Salary Range Steps 1 through 5" shall mean and be established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar, with attainment based upon the following amounts of service in the position:

Step 1 - 81% of Step 5 - During first year of employment

Step 2 - 85% of Step 5 - During second year of employment

Step 3 - 90% of Step 5 - During third year of employment

Step 4 - 95% of Step 5 - During fourth year of employment

Step 5 - After fourth year of employment

- C. "Nearest Dollar" shall mean the next lower dollar in a monthly rate when the computed amount is 49 cents or less and the next higher dollar when the computed amount is 50 cents or more.
- D. "Date of Entrance Anniversary" shall mean the date which recurs annually after the date of entry into a position in the classified service of the City of Santa Monica, either by original employment, re-employment or promotion. The date of entrance for employees with broken service shall be considered as that date on which the last unbroken service was effective.
- E. "Satisfactory Service" shall mean the attainment of an Overall Performance Rating of not less than "Meets Overall Standards" on the performance report immediately preceding the employee's date of entrance anniversary.
- F. "Hours of Work" shall mean the established hours of work for Fire Suppression personnel, fire prevention personnel, and personnel assigned to administrative duties.
 - (1) Personnel assigned to Fire Suppression shall work 24 hour shifts, and an annual average of 56 hours a week, based on a 28 day work period.
 - (2) Personnel assigned to Fire Prevention, administrative or special duties/details shall work no less than 40 hours a week on a schedule convenient to the department and approved by the department head. Any "flexing" of this schedule must be approved in advance by the employee's immediate supervisor. In the event of an emergency situation, an employee may "flex" their schedule to accommodate the immediate operational needs of the department without advance approval by the immediate supervisor.
- G. "Pay Status" shall include regularly assigned work hours actually performed. In addition, pay status shall also specifically include pay for time not worked such as sick leave (including bereavement leave), vacation, holidays, compensatory time off, jury duty, workers' compensation leave, and military leave.
- H. "Working Day" shall mean 12 hours for Fire Suppression and 8 hours for administrative employees. This definition shall apply to accrual of benefits only.

- I. The Fair Labor Standards (FLSA) "Work Period" for fire suppression employees shall mean a recurring twenty-eight (28) day period, the first of which commenced at 0800 hours on Sunday, April 13, 1986.
- J. The Fair Labor Standards (FLSA) "Work Period" for employees assigned to a 40-hour per week work schedule shall be seven (7) consecutive calendar days.

1.11. Overpayment Remedy

Permanent employees covered herein shall reimburse the City for any overpayment of wages or benefits. Said reimbursement shall not be required until the City notifies the affected employee in writing. Reimbursement may be accomplished by a lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method mutually acceptable to the employee and the City, except that lump-sum deduction shall be required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.12. Payments at Termination

When permanent employees covered herein leave the service of the City of Santa Monica, they shall be entitled to lump sum payoff of vacation days, unused compensatory time and unused deferred holidays, as defined in Section 4.01 of this agreement. No claim shall be made against the City for the use or payoff of unused sick leave, nor shall the effective date of termination be extended by use of compensatory time, sick leave, vacation or personal leave days.

ARTICLE II. COMPENSATION

2.01. Effective Date of Pay Increase

Changes in salary and related benefits for promotions, demotions and acting pay changes shall become effective on the actual effective date of the action. All other salary and related benefit changes shall be effective on the first day of the pay period closest to the actual effective date of the action.

2.02. Salaries

- A. The City shall maintain the following differentials between the ranks. The differentials will take into account the top step salary established for each job classification and the EMT bonus that all incumbents in a particular job classification receive. The differentials will then be maintained prospectively by making adjustments to base salary when needed.
- (1) 17.00% differential between Firefighter and Fire Engineer
 - (2) 17.00% differential between Fire Engineer and Fire Captain
 - (3) 20.64% differential between Fire Captain and Battalion Chief
- B. After the establishment of the above differentials, the following alignment of positions will be maintained by making adjustments to base salary when needed.
- (1) The Fire Inspector will be aligned to the Fire Engineer.
 - (2) The Senior Fire Inspector will be aligned halfway between the Fire Inspector and the Assistant Fire Marshal.
 - (3) The Assistant Fire Marshal will be aligned to the Fire Captain.
 - (4) The Fire Marshal will be aligned to the Battalion Chief.
- C. Effective at the beginning of Fiscal Year 2014-2015, the step 5 salaries of employees covered hereunder shall be increased by a six percent (6.0%) cost of living adjustment.
- D. Effective July 1, 2015, the step 5 salaries of employees covered herein shall be increased by three percent (3.0%).
- E. Effective July 1, 2016 the step 5 salaries of employees covered herein shall be increased by three percent (3.0%).

2.03. Overtime

Overtime will be paid in accordance with the Fair Labor Standards Act with the exceptions and/or terms set forth in the following provisions:

- (1) All employees assigned to administrative (40-hour work week) positions shall be entitled to receive premium overtime compensation at the rate of one and one-half times their “regular rate of pay”, as defined in the FLSA, for all hours worked, (including hours when paid leave is used) in excess of forty (40) hours per week. All employees assigned to Fire Suppression positions shall be entitled to receive premium overtime compensation at the rate of one and one-half times their “regular rate of pay”, as defined in the FLSA, for all hours worked, (including hours when paid leave is used) in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period established pursuant to subsection 7(k) of the FLSA. For those hours between 212 and 216 [for those assigned nine (9) shifts] and between 212 and 240 [for those assigned ten (10) shifts] in the 28-day work period, employees shall receive the half-time portion at the regular rate of pay (which shall be reported as compensation earnable that is subject to retirement (PERS) contributions) since their monthly compensation is intended to compensate them for their regularly scheduled work hours. Hours regarded as worked will include exchange of time that was regularly scheduled but not worked; but it shall exclude hours actually worked in lieu of any exchange days.
- (2) If an employee regularly assigned to Fire Suppression is given an overtime assignment in an administrative (40-hour work week) position, overtime shall be calculated at one and one-half times the regular rate of pay established for that administrative position. If an employee regularly assigned to an administrative (40-hour work week) position is given an overtime assignment in Fire Suppression, overtime shall be calculated at one and one-half times the regular rate of pay established for the Fire Suppression position.
- (3) An employee called out other than during his/her regular working hours for emergency work shall be credited with four (4) hours worked or actual hours worked, whichever is greater. The only exception shall be an employee regularly assigned to the Fire Prevention Bureau with an assigned 24-hour vehicle who shall be credited with two hours worked or actual hours worked, whichever is greater.
- (4) An employee called out other than during his/her regular work hours for non-emergency work shall be credited with three (3) hours worked or actual hours worked, whichever is greater.
- (5) An employee who has completed his/her regular shift and is retained at work is in a hold-over status and shall be credited with two hours worked or actual hours worked, whichever is greater.

- (6) An authorized departmental management official may authorize the accrual of compensatory time-off in lieu of paid overtime. However, any time worked as part of an exchange of time arrangement shall not be considered overtime nor compensatory time and shall be valued on a straight time basis. An employee regularly assigned to Fire Suppression (56-hour work week) cannot accrue more than two hundred-forty (240) hours of compensatory time-off. An employee regularly assigned to an administrative (40-hour work week) position cannot accrue more than one hundred-twenty (120) hours of compensatory time-off. Once these thresholds are met, additional overtime hours will be compensated with a payroll payment at the appropriate overtime rate of pay. All unused accrued compensatory time-off will be cashed out at the regular rate of pay at the end of each fiscal year. The employee also has the option of cashing out at the then current regular rate of pay some or all of his/her accrued compensatory time during the fiscal year by adding the time to his/her time card.
- (7) If an employee who is not regularly assigned to fire suppression duties works overtime in a fire suppression capacity, that employee shall have the option of receiving one third (1/3) of the entitled overtime compensation in cash or compensatory time off. The remaining two thirds (2/3) of the entitled overtime compensation shall be compensated in cash.

2.04. Off-Duty Court Appearances

If an employee appears in State or Federal court while off-duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the employee shall receive a minimum overtime compensation of three (3) hours pay at the rate of one and one-half times the employee's applicable hourly rate.

2.05. Court Standby (State or Federal Court)

Whenever an employee has been placed in an on-call or standby status while off duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the employee shall receive compensation as follows:

- A. For the first court session (either morning or afternoon) during a calendar day, the employee shall receive an amount equal to two (2) hours of compensation at the straight time rate;
- B. For the second court session on that calendar day, the employee shall receive compensation on an hour for hour basis at the straight time rate.

2.06. Compensatory Time Off & Exchange of Time

The guidelines agreed to by Local 1109 and Fire Department Management on November 1, 1984 shall remain in full force and effect, with the following changes:

- A. There shall be no limit placed on exchange, accrued or compensatory time off except as specified in Section 2.03 of this agreement.
- B. Members wishing to use compensatory (accrued) time off will not need to provide a replacement name. However, in the event no names are available on the overtime list, a name must be provided by the member requesting the compensatory (accrued) time off. At no time will the "assign hire" procedure be used to provide a name to fill the vacancy.
- C. The value of all compensatory (accrued) time and deferred holiday time not taken by the end of the fiscal year shall be paid to the employee at the end of each fiscal year, at the rate in effect at the end of the fiscal year. The employee also has the option of cashing out, at the applicable regular rate of pay, some or all of his/her accrued compensatory time during the fiscal year by adding the time to his/her time card.
- D. Payment of unused compensatory time as specified in (C) above shall be made in a separate check rather than in the employee's regular payroll check. This separate check will also include any sick leave buy back to which the member is entitled to receive for that same fiscal year.
- E. Requests for compensatory (accrued) time off shall remain subject to departmental approval.

2.07. Administrative Assignment Bonus

- A. An employee who is regularly assigned to an administrative (40-hour work week) position shall receive an administrative assignment bonus of five percent (5.0%).

In addition to that administrative assignment bonus, the positions listed below shall receive an additional work assignment bonus, as specified below:

Battalion Chief	7.5% of base salary
Fire Marshal	7.5% of base salary
Fire Captain	5.0% of base salary
Assistant Fire Marshal	5.0% of base salary

- B. The rank and file Fire Captain assigned to the forty (40) hour work week, as a Paramedic Coordinator, Training Captain, Vehicle Maintenance Captain or Administrative Captain shall receive a bonus of twelve percent (12.0%) in addition to the five percent (5.0%) administrative assignment

bonus and the five percent (5.0%) work assignment bonus set forth in Subsection A above. However, said Fire Captain shall not be entitled to receive a paramedic bonus. This 12% premium pay shall be reported to CalPERS as special compensation resulting from Fire Staff Premium, as set forth in Section 571(a)(4) of the California Code of Regulations.

- C. The Assistant Fire Marshal, who is assigned to the forty (40) hour work week, shall receive a bonus of twelve percent (12.0%) in addition to the five percent (5.0%) administrative assignment bonus and the five percent (5.0%) work assignment bonus set forth in Subsection A above. This 12% premium pay shall be reported to CalPERS as special compensation resulting from a Fire Inspector Premium and/or Fire Investigator Premium as set forth in Section 571(a)(4) of the California Code of Regulations.
- D. Temporary or occasional assignment to such duty of less than thirty (30) days' duration shall not constitute regular assignment within the meaning of this section. Notwithstanding the foregoing, for "light-duty" assignments, where the temporary assignment is known in advance to exceed 30 days in duration, the employee shall be entitled to the bonus for the entire duration of the assignment. During temporary or occasional assignment to an administrative (40-hour work week) position, an employee regularly assigned to Fire Suppression shall not be deprived of the benefits accruing as a Fire Suppression employee.
- E. Effective the first pay period following approval of this agreement by the City Council, the employees occupying the positions or classifications described above in Subsections B and C as well as the classifications of Battalion Chief and Fire Marshal shall no longer be entitled to receive the administrative assignment bonus or the work assignment bonus set forth in Subsection A. Instead, their base salaries shall be increased as follows:

Battalion Chief	12.5% of base salary
Fire Marshal	12.5% of base salary
Fire Captain assigned to a 40-hour work week	10.0% of base salary
Assistant Fire Marshal	10.0% of base salary

2.08. Paramedic Bonus

- A. Employees who are regularly assigned to a paramedic work assignment for which a bonus has been budgeted shall receive a bonus, on a monthly basis, as follows:
 - (1) 16.0% of the monthly step 5 Firefighter salary. Said bonus shall be paid: (a) at the beginning of the payroll period following initial licensure by the State of California EMS Authority and accreditation by the Los Angeles County EMS Agency; or (b) upon assignment to a paramedic work assignment for which a bonus has been budgeted when the employee has served on a paramedic unit on a

non-bonus basis (as defined in the third paragraph of Section 5.05 of this MOU) for two (2) consecutive years.

(2) While on paramedic qualification school assignment, an employee shall be transferred to the 40-hour work week schedule but he/she shall continue to accrue benefits, including holidays, as if assigned to Fire Suppression. An employee so assigned shall not be entitled to the administrative assignment bonus provided in the first paragraph of Subsection A of Section 2.07.

B. Only those employees who are regularly assigned to Fire Suppression and are regularly assigned to work as paramedics shall be eligible to receive a paramedic bonus. Employees who are regularly assigned to an administrative (40-hour work week) position, including those assigned to the Fire Prevention Division, will not be eligible to receive a paramedic bonus.

If an employee who worked in Fire Suppression as a paramedic is assigned to an administrative (40-hour work week) position and wishes to maintain his/her paramedic certification, the Fire Department shall make available the necessary training, either on-site or off-site, and shall cover the costs associated with the maintenance of the employee's paramedic certification.

At the discretion of management, to meet the operational needs of the department, the paramedic bonus can be extended to an employee who is not regularly assigned to work as a paramedic.

C. Paramedic Overtime Bonus

The paramedic bonus will be included as part of the "regular rate of pay" for overtime calculations in accordance with Section 2.03 (Overtime).

2.09. EMT Bonus

Each member who holds a current EMT-1F.S. certificate or Los Angeles County Paramedic certification and holds a position in the job classification of Fire Captain, Fire Engineer, Firefighter, Assistant Fire Marshal or Senior Fire Inspector or is temporarily assigned to the position of Fire Inspector shall be eligible to receive a bonus equal to six and seventy-five one hundredths percent (6.75%) of the fifth step base salary of a Firefighter. This section shall not apply to employees who hold a position in the job classification of Fire Marshal or Battalion Chief. In order to maintain this benefit, the member must maintain a current certification through the term of this agreement.

2.10. Promotional Pay Rate

If a permanent employee covered herein is promoted and his/her salary is equal to or greater than the entrance salary of the promotional classification, the employee's salary shall be increased to the next higher salary rate which provides a minimum of five (5) percent salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. In the event the promotion is to a supervisory position, the employee promoted shall receive not less than the next higher salary rate which provides a minimum of five (5) percent increase above the highest salary rate being paid to any subordinate, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

2.11. Acting Pay

The following procedures will be followed when acting out of grade (Acting Battalion Chief, Acting Captain, Acting Engineer, Acting Fire Marshal or Acting Assistant Fire Marshal):

- A. No member may work down in grade (Example: Engineer as Firefighter, Captain as Engineer) unless the City and Local 1109 mutually agree otherwise.
- B. Except when there is special training with a duration of no more than four (4) hours, each platoon may have no more than two (2) acting members at one time unless the City and Local 1109 mutually agree otherwise.
- C. No member who is working overtime will be assigned to work out of grade, unless no other qualified member has volunteered.
- D. Members will be assigned to an acting position as follows:
 - (1) Members on a current promotional list will be assigned to a position for which he/she is qualified. (Example: A member on the engineer's list is assigned to act as an engineer.)
 - (2) If more than one member of a company is on a promotional list, they will alternate on a cycle basis.
 - (3) If no members of a company are on a promotional list, the Battalion Chief and Captain of each company shall select the member most qualified to fill the position. An up-to-date list of acting members shall be kept in the Battalion Chief's office and up-dated regularly.
- E. Members assigned to work out of grade (Acting) shall receive the salary for the position they are filling as if they had been promoted to that position, and shall be paid on an hour for hour basis.

Whenever an employee covered hereunder is directed to perform all of the duties and assume all of the responsibilities of Fire Chief for fourteen (14), or more, consecutive work days, that employee shall be compensated at the lowest salary step of the Fire Chief classification which will result in a salary increase of at least 5.0% above the employee's current salary for all time worked in the Fire Chief classification.

2.12. Bilingual Skill Pay

Qualified employees who meet the criteria set forth herein shall receive a bilingual skill pay of \$50.00 per month. To receive a bilingual pay, the following criteria must be met:

- A. The employee must be assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language.
- B. An employee must regularly utilize such skills during the course of his/her duties or upon request of City management.
- C. To become qualified, an employee must be certified as qualified through examination administered by the Human Resources Department. Said examination shall be job-related, as determined by the Human Resources Department.
- D. In order to retain said bilingual skill pay from one fiscal year to the next, during the first month of the new fiscal year (July), the employee receiving bilingual skill pay must be recertified as qualified through examination administered by the Human Resources Department.

The only exception to the above provisions will be that an employee who qualifies for bilingual pay under this Section because of Spanish language skills shall receive \$150 per month.

2.13. Haz Mat Response Team Bonus

- A. Except as provided below, employees covered hereunder who are assigned to the Haz Mat Response Team shall receive an assignment bonus of \$300 per month. The maximum number of operational Hazardous Materials Response Team positions necessary to maintain daily service levels shall be established in the Santa Monica Fire Department Operations Manual. The City agrees to meet and confer in good faith with Local 1109 prior to the implementation of any changes with regard to the maximum number of Hazardous Materials Response Team positions.

Effective at the beginning of the first pay period following approval of this agreement by the City Council, employees in the classifications of

Assistant Fire Marshal and Senior Fire Inspector assigned to the Haz Mat Response Team or the Urban Search and Rescue Team as described in Section 2.14 shall no longer be eligible to receive the bonuses described in this Section or Section 2.14. Instead, their base salaries shall be increased by \$300 per month.

- B. In order to be eligible for assignment to the Haz Mat Response Team, employees covered hereunder must first obtain any certifications required by the State of California for that assignment. The bonus shall go into effect as of the first payroll period in which the employee is regularly assigned to the Haz Mat Response Team. However, in the event an employee who is assigned to the Haz Mat Response Team should fail to complete at least twelve (12) months in that assignment, he/she shall be required to reimburse the City for the Haz Mat Response Team bonuses received during his/her assignment to the Haz Mat Response Team.
- C. Any reassignment resulting in the discontinuance of the assignment bonus shall not constitute a demotion under City Charter Section 1110 and the Santa Monica Municipal Code.
- D. Local 1109 shall not assert, nor represent or provide representation to any member in asserting, that the discontinuance of the Haz Mat Response Team bonus constitutes a demotion under City Charter Section 1110 and the Santa Monica Municipal Code.
- E. An employee receiving the Haz Mat Response Team Bonus set forth in this section shall not be entitled to receive the Urban Search and Rescue Team Bonus described in Section 2.14.

2.14. Urban Search and Rescue Team Bonus

- A. Employees covered hereunder who are assigned to the Urban Search & Rescue (USAR) Team shall receive an assignment bonus of \$300 per month. The maximum number of operational USAR Team positions necessary to maintain USAR service levels shall be established in the Santa Monica Fire Department Operations Manual. The City agrees to meet and confer in good faith with Local 1109 prior to the implementation of any changes with regard to the maximum number of USAR Team positions.
- B. In order to be eligible for assignment to the USAR Team, employees covered hereunder must first obtain any certifications required by the State of California for that assignment. The bonus shall go into effect as of the first payroll period in which the employee is regularly assigned to the USAR Team. However, in the event an employee who is assigned to the USAR Team should fail to complete at least twelve (12) months in that assignment, he/she shall be required to reimburse the City for the USAR Team bonuses received during his/her assignment to the USAR Team.

- C. Any reassignment resulting in the discontinuance of the assignment bonus shall not constitute a demotion under City Charter Section 1110 and the Santa Monica Municipal Code.
- D. Local 1109 shall not assert, nor represent or provide representation to any member in asserting, that the discontinuance of the USAR Team bonus constitutes a demotion under City Charter Section 1110 and the Santa Monica Municipal Code.
- E. An employee receiving the USAR Team bonus set forth in this section shall not be entitled to receive the Haz Mat Response Team bonus described in Section 2.13.

2.15. Educational Incentive

An educational incentive bonus is paid to all employees covered hereunder as follows:

- A. An employee shall be paid an amount equal to two and nine tenths percent (2.9%) of the 5th step base salary of a Firefighter per month as an educational incentive bonus for attaining a certification by the California State Fire Marshal as a Fire Officer or Prevention Officer III.
- B. An employee shall be paid an amount equal to five percent (5.0%) of the 5th step base salary of a Firefighter per month as an educational incentive bonus for attaining an A.A. or A.S. Degree from an accredited college or university which includes at least 18 units in fire science.
- C. An employee shall be paid an amount equal to four and seven tenths percent (4.7%) of the 5th step base salary of a Firefighter per month as an educational incentive bonus for the completion of satisfactory course work as follows:
 - (1) certification as a Fire Officer plus completion of eighteen (18) units of upper division management courses either from an accredited college or university or through the State Fire Marshal program plus the completion of nine (9) years of service with the Santa Monica Fire Department, or
- D. An employee shall be paid an amount equal to five and four tenths percent (5.4%) of the 5th step base salary of a Firefighter per month as an educational incentive bonus for attaining certifications as follows:
 - (1) certification by the California State Fire Marshal as a Chief Officer; or
 - (2) certification by the California State Fire Marshal as a Fire Marshal with both an Investigator I and Investigator II certification.

- E. An employee shall be paid an amount equal to eight and six tenths percent (8.6%) of the top step base salary of a Firefighter per month as an educational incentive bonus for earning a B.A. or B.S. degree from an accredited college or university which includes at least 36 units in fire science.
- F. Application for the educational incentive for either first-time eligibles or those who become eligible for a higher level of educational incentive, accompanied by either a report card, transcript, or certificate of completion by the issuing agency, shall be made once all of the required course work has been completed and shall be made effective with the first payroll period following the date on which the required documentation has been submitted to the Human Resources Department.
- G. The Human Resources Department shall administer the educational incentive benefit described herein. The Human Resources Director, or his/her designee, shall make the final determination as to whether or not an employee covered by this provision qualifies for educational incentive and, if said employee qualifies, the level of educational incentive to be received by that employee.

2.16. Y-rating

When a personnel action, e.g., demotion due to layoff or reclassification, results in the lowering of the incumbent employee's salary range, the incumbent employee's salary may be Y-rated. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y-rate salary.

ARTICLE III. SUPPLEMENTAL BENEFITS

3.01. Health Insurance

A. Medical Insurance

Each employee covered by this Agreement desiring to be covered hereunder may contribute, on a pre-tax basis, monies into an Internal Revenue Code Section 125 plan established for the purpose of enabling employees to pay for IRS qualified health care costs which are the responsibility of the employee. This plan is known as a Flexible Benefit Plan.

Each employee covered hereunder desiring to be covered by the City's medical insurance plan may contribute, on a pre-tax basis, monies into the Internal Revenue Code Section 125 plan. Those monies can be used by the employee to pay on a pre-tax basis medical insurance premium contributions that the employee is required to make under the terms of this Agreement.

The City shall contribute toward medical premiums an amount equal to the actual cost of the medical insurance premium for the medical plan that an eligible employee is enrolled in, less any required employee contributions set forth below. Each active employee covered hereunder can use this City contribution to cover a portion of the cost of medical insurance for the employee and his/her eligible dependents under one of the City-provided medical insurance plans.

Pursuant to the terms of the City's Internal Revenue Code Section 125 plan, any eligible employee electing not to receive medical coverage pursuant to the options available under the City-provided medical insurance program shall be entitled to a lump sum monthly cash payment in the amount of \$150.00, which shall be reported as taxable income.

Active employees covered hereunder who are eligible to participate in the City-provided medical insurance program will contribute the following monthly flat dollar amount towards the premium of their selected medical insurance plan through a payroll deduction as a contribution from the Internal Revenue Code Section 125 plan.

AETNA HMO	January 1, 2014
Employee	\$31.55
Employee +1	\$63.10
Family	\$82.03

AETNA PPO	January 1, 2014
Employee	\$43.45
Employee +1	\$86.91
Family	\$112.98

KAISER	January 1, 2014
Employee	\$27.05
Employee +1	\$53.70
Family	\$74.05

Effective January 1, 2015, the City's contribution shall equal ninety-four percent (94%) of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2015, not to exceed the premium for the selected level of coverage (e.g. employee only, employee plus one dependent or family) under the City-provided Plan selected by the employee, plus ninety-four percent (94%) of any future premium increases that are fifteen percent (15%) or less per annum.

Effective January 1, 2016, the City's contribution shall equal ninety-three percent (93%) of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2016, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent or family) under the City-provided Plan selected by the employee, plus ninety-three percent (93%) of any future premium increases that are fifteen percent (15%) or less per annum.

Effective January 1, 2017, the City's contribution shall equal ninety-two percent (92%) of the actual medical insurance premium for the coverage selected by the employee as of January 1, 2017, not to exceed the premium for the level of coverage (e.g. employee only, employee plus one dependent or family) under the City-provided Plan selected by the employee, plus ninety-two percent (92%) of any future premium increases that are fifteen percent (15%) or less per annum.

With respect to a permanent City employee represented by Local 1109 who retired between July 1, 2001 and December 31, 2003 and was participating in the CalPERS Healthcare Program as of December 31, 2003, the City shall contribute toward the payment of medical insurance premiums the amount that had been required by CalPERS as of December 31, 2003.

A retired permanent City employee represented by Local 1109 shall have the option of purchasing continued medical insurance coverage under the medical insurance plans described above with the eligible retiree paying the full actual cost of the chosen medical insurance plan.

The City currently contributes \$150.69 per month on behalf of each eligible employee covered by this Agreement into a trust established and administered by Local 1109 in accordance with federal and state laws. The trust will be used to reimburse all or part of the health insurance premiums for eligible retirees and dependents. Local 1109 shall be responsible for all costs associated with administering the trusts. The City shall not be responsible for any tax liability associated with contributions to and/or payments made from the trust. The monthly contribution for an active employee will only be made for each month that the employee is eligible to receive medical insurance coverage under the City-provided medical insurance program. This provision shall also apply on behalf of each eligible active employee represented by Local 1109 covered by this Agreement as determined by the trust.

With regard to the tax liability provision of the fourth (4th), fifth (5th) and eighth (8th) full paragraphs of this Agreement, the City warrants that the cafeteria plan is a bona fide IRS Section 125 cafeteria plan. The regular and intended effect of the implementation of the plan, under current law, is to enable employees to choose between the receipt of benefits which are not subject to either State or Federal income tax and benefits which are subject to tax without the choice resulting in a taxable event. Thus, the tax liability provision shall be interpreted to mean that, in the event of a change in IRS regulations or tax law that makes cafeteria benefits taxable, the employee (not the City) is responsible for the taxes. In the absence of such a change, the provision pertaining to tax liability shall have no effect.

One of the medical insurance plans offered by the City will be the Kaiser plan that has been established by the Public Employees Benefit Trust (hereinafter referred to as the PEBT Kaiser plan). This Agreement shall serve as the Resolution required of Local 1109 under the terms and conditions pertaining to participation in the PEBT Kaiser plan. In the event the City should determine that participation in the PEBT Kaiser plan is not in the best interest of the City and/or its employees, Local 1109 will, upon notification by the City, file the Resolution that is required under the terms and conditions of the PEBT Kaiser plan to end participation in the plan. In order to avoid disruptions in medical insurance coverage for participants in the PEBT Kaiser plan, the effective date of the termination of said change shall be at the beginning of the medical plan (i.e., calendar) year designed by the City.

The City has established a Post Employment Health Plan (PEHP) for employees covered herein. Contributions to said plan shall be made by all Local 1109 employees through payroll deduction. Local 1109 shall notify

the City, in writing, the amount which will be contributed by each Local 1109 employee into the PEHP. Employees covered herein are currently contributing \$35 per month into the PEHP. Upon written notification from Local 1109, contributions into the PEHP can be changed or discontinued.

B. Dental Insurance

Dental insurance coverage shall be provided at no cost to employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs.

C. Vision Insurance

The City agrees to provide vision care insurance, at no cost, to employees covered hereunder and their eligible dependents. The City retains the right to select the provider and to set levels of coverage for said vision care insurance plan. The City also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under that plan without meeting and conferring.

D. Life Insurance

As of the first of the month following the signing of this agreement by the City and Local 1109, the City shall provide to each employee a city-paid term life insurance policy in the amount of \$75,000.

3.02. Retirement

The City is a contract member of the Public Employees' Retirement System (PERS), and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the PERS heretofore approved by the Santa Monica City Council. Further, the City agrees to maintain the single highest year provision for all represented employees who are not "new members" as defined in the Public Employees' Pension Reform Act (PEPRA) as well as the widow/widowers and orphans clause for all represented employees.

In accordance with Section 20516(f) of the California Government Code, effective at the beginning of the first pay period of Fiscal Year 2014-2015, employees shall pay to CalPERS pursuant to a cost-sharing arrangement one percent (1%) of "compensation earnable." Effective commencing with the first pay period of FY 2015-2016, that contribution shall be increased by one and one-half percent (1.5%) of compensation earnable to equal two and one-half percent (2.5%) of "compensation earnable." Effective commencing with the first pay period of FY 2016-2017, that contribution shall be increased by one and one-half percent (1.5%) of compensation earnable to equal four percent (4%) of "compensation earnable."

The City has amended its contract with PERS to provide the following benefits:

1. Military Service Credit as Public Service (employee paid), as set forth in Section 20930.3 of the California Government Code.
2. For all represented employees who are not “new members” as defined in the PEPRA, 3% @ 55 benefit as set forth in Section 21363.1 of the California Government Code.
3. Fourth Level of 1959 Survivor Benefit as set forth in Section 21574 of the California Code.
4. Pre-Retirement Optional Settlement 2 Death Benefit as set forth in Section 21548 of the California Code.

The provisions mandated by the PEPRA for “new members” shall be incorporated into this agreement.

The effective retirement date of an employee covered herein who has been found to be entitled to an industrial disability retirement shall be the earlier of (a) the date selected by the employee or (b) thirty (30) calendar days from the date on which the City notifies the employee that all appeal rights have been waived/or exhausted and he/she is going to be granted a disability retirement by the City.

In accordance with CalPERS requirements, the City shall make advanced disability retirement payments, issued on a bi-weekly basis, to an employee covered herein who has been found eligible for an industrial disability retirement. The amount of the advanced disability pension payment will be equal to fifty percent (50%) of what the City estimates as the employee’s earnings reported to CalPERS during the prior 12-month period or, upon the employee’s request, another 12-month period.

In addition, the City will, upon the written request of an employee covered herein who has filed any retirement application with CalPERS, provide the employee with his/her pay history for the time period designated by the employee as the employment period to be used by CalPERS for the calculation of his/her monthly retirement benefit from CalPERS. The City will provide the employee with a listing of the forms of compensation which the City reports to CalPERS as compensation earnable for the purpose of calculating an employee’s retirement benefit from CalPERS.

3.03. Uniform Allowance

Employees covered hereunder shall be paid a uniform maintenance allowance of \$105.00 per month.

The City agrees to furnish required safety equipment, safety pants and safety boots, as needed. The employee shall have the option of receiving two pairs of

safety boots or one pair of safety boots and one pair of departmental approved oxfords.

The City agrees to replace, as needed, not more than one work shirt and 2 patches per employee per year and to replace uniform shirts and/or pants that are damaged due to work-related actions performed while on duty. In lieu of one work shirt, an employee may elect to receive department T shirts equal in value to one work shirt. The City will provide four (4) pairs of pants to each new employee upon hire. In addition, in the event the City changes the uniform pant worn by sworn employees, the City will provide four (4) pairs of pants to each employee whose uniform pant is being changed.

The employees will wear the department approved uniform as specified in the Fire Department Operations Manual.

3.04. Sick Leave Buy Back Program

Employees covered herein will have the option to receive payoff for unused sick leave under the following conditions:

A. Definitions

- (1) "Sick Leave Bank" or "Bank" shall mean sick leave earned in years prior to the Accrual Year.
- (2) "Accrual Year" shall mean the fiscal year in which Payable Sick Leave is earned.
- (3) "Payable Sick Leave" shall mean that portion of the sick leave unused in this year's accruals.
- (4) "Day" shall mean twelve (12) hours for Fire Suppression employees and eight (8) hours for 40 hour per week employees.

- B. To be eligible to receive payoff an employee must have a minimum Sick Leave Bank of twenty-two (22) days.

- C. An employee with the required Bank (and years of service as of the end of the Accrual Year) will be eligible to sell unused sick leave earned during an Accrual Year according to the following schedule:

Less than 10 Completed Years of Service with Santa Monica		10 or More Completed Years of Service with Santa Monica	
Unused Days		Unused Days	
Days Used	Available Days for Pay	Used	Available Days for Pay
0	6	0	12
1	5	1	11
2	4	2	10
3	3	3	9
4	2	4	8
5	1	5	7
6 or more	0	6	6
		7	5
		8	4
		9	3
		10	2
		11	1
		12 or more	0

- D. Payoff shall be made at the regular rate of pay.
- E. Sick leave for which payoff is received shall be considered "used" in that it will not be added to the Bank (or if added to the Bank prior to the payoff date, shall be removed from the Bank).
- F. Each employee eligible for payoff will elect whether to take payoff or to add the Payable Sick Leave to the Bank. The election will be made prior to June 30th of each Accrual Year.
- G. Payoff for an Accrual Year will be available only to those employees on the payroll July 1st of the following Accrual Year, with the exception that those employees who retire on a Service Retirement, or who are involuntarily separated due to lack of funds (layoff), during the Accrual Year shall be given the opportunity to receive payoff on a pro-rata basis. Employees who separate from City service other than by retirement or by layoff shall not be eligible for payoff.
- H. It is hereby mutually agreed that the sick leave accrual rate shall be limited to one day per month of satisfactory service. This provision applies to all employees of the bargaining unit covered by this MOU whether or not the individual employee elects to receive payoff annually.

3.05. Deferred Compensation

It is hereby agreed that employees covered herein will be offered participation in the City's deferred compensation plan.

3.06. Mileage Reimbursement

Reimbursement to employees covered herein for the authorized use of a private vehicle for City business shall be paid at the rate established by the City's Mileage Reimbursement Administrative Instruction.

3.07. Fire Safety Officer Assignments

- A. Personnel who volunteer to work Fire Safety Officer assignments shall be entitled to receive overtime compensation for a minimum of four (4) hours at one and one half times the highest regular rate of pay of a top step Captain who holds an Administrative (40-hour) position.

The four-hour minimum overtime compensation shall also be provided when notice of cancellation of the Fire Safety Officer assignment is given within or less than 24 hours of the scheduled commencement time; this provision applies only if and when the City adopts and implements a cancellation charge.

- B. Each Fire Safety Officer will receive a bonus of fifty dollars (\$50.00) for each Fire Safety Officer Assignment.
- C. The administration and pay of the Fire Safety Officer assignment will be outlined in the Fire Department's Operational Procedures Manual and may be subject to the meet and confer process.

ARTICLE IV. LEAVES

4.01. Paid Holidays

Employees covered herein shall receive twelve (12) paid holidays as follows:

A. Employees assigned to Fire Suppression shall receive:

1st of January - New Year's Day
3rd Monday of January - Martin Luther King's Birthday
12th of February - Lincoln's Birthday
3rd Monday of February - Presidents' Day
31st of March - Cesar Chavez Day
Last Monday of May - Memorial Day
4th of July
1st Monday of September - Labor Day
2nd Monday of October - Columbus Day
11th of November - Veterans' Day
4th Thursday of November - Thanksgiving Day
25th of December - Christmas

Employees assigned to Fire Suppression shall receive one (1) day (12 hours pay) for each holiday, whether on-duty or off-duty, or shall be entitled to defer said 12-hour day for use at the employee's discretion, provided 1) said use is within the fiscal year in which it is accrued, and 2) 72-hour notice is given to the on-duty Battalion Chief. If deferred days are not used prior to the end of the fiscal year, the employee shall be paid the cash value for the deferred holiday segments at the end of the fiscal year.

B. Employees covered herein who hold an administrative (40-hour work week) position shall receive as paid holidays the following:

1st of January - New Year's Day
3rd Monday of January - Martin Luther King's Birthday
3rd Monday of February - Presidents' Day
Last Monday of May - Memorial Day
4th of July
1st Monday of September - Labor Day
4th Thursday of November - Thanksgiving Day
The Friday following Thanksgiving
The half (½) day immediately preceding Christmas
25th of December - Christmas
The half (½) day immediately preceding New Year's Day
Two (2) floating holidays (to be prorated at the rate of 1.67 hours per month)

Any employee covered herein who holds an administrative (40-hour work week) position who takes the holiday off with pay and is not replaced by

another employee shall receive ten (10) hours of holiday pay for the holiday. If any floating holiday hours are not used prior to the end of the fiscal year, the employee shall be paid at the end of the fiscal year the cash value for the unused floating holiday hours, not to exceed 10 hours.

4.02. Vacation

Each employee occupying a regularly authorized full-time position or a permanent and continuing part-time position in any job classification covered herein shall accrue vacation leave with pay on the following basis. "Day" is defined in Section 3.04.A. of this MOU.

- A. Following completion of the first six (6) months of continuous service, six (6) days.
- B. Thereafter, up to and including five (5) completed years of service, one (1) day for each completed calendar month of service.
- C. Thereafter, up to and including ten (10) completed years of service, 1.25 days for each completed calendar month of service.
- D. Thereafter, up to and including fifteen (15) years of service, 1.58 days for each completed calendar month of service.
- E. Thereafter, up to and including twenty (20) years of service, 1.75 days for each completed calendar month of service.
- F. Upon completion of twenty (20) years of service, 2.0 days for each completed calendar month of service.
- G. Each employee may accumulate vacation leave to a maximum of three (3) times the employee's annual accrual rate.

4.03. Sick Leave

Sick leave shall be defined as in the Santa Monica Municipal Code hereby incorporated as if set forth in full herein, except as follows:

Sick leave shall be defined as absence from duty because of the employee's illness or off-the-job injury, exposure of the employee to contagious disease as evidenced by certification from an accepted medical authority, medical or dental appointments of the employee or the employee's dependent children which could not be scheduled during non-work hours, with proper advance notification to the employee's supervisor, or illness or injury of the employee's dependent spouse or children. For the purpose of this section, an employee's domestic partner and the children of the employee's domestic partner would be covered by this provision.

4.04. Leave of Absence Without Pay

Such leave shall be governed by the Santa Monica Municipal Code which is summarized as: An employee may be granted a leave of absence without pay upon application approved by the Department Head and the City Manager. Such leave may not exceed one year. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it desirable for the City to retain his/her services even at the cost of some inconvenience to the City.

An employee who holds a position in a job classification requiring a Firefighter Endorsement, Class "B" Restricted, or higher, driver's license and who has been convicted of a driving violation and has his/her Firefighter Endorsement, Class "B" Restricted, or higher, driver's license suspended as a result of that conviction may be granted a leave of absence for up to one (1) year. The employee must have his/her driver's license ordered to be reinstated by the end of the leave of absence. Failure by the employee to have his/her drivers' license ordered to be reinstated will result in the employee being separated from City employment for not meeting the minimum qualifications for the position of Firefighter, Fire Engineer or Fire Captain, without right of appeal. Such leave of absence shall be granted in accordance with the applicable provision of Santa Monica Municipal Code, with approval of the leave of absence only being granted in those cases where the employee's records of service and qualifications make it desirable for the City to retain the employee. Final approval of the leave of absence will require approval by the Department Head and the City Manager.

The employee will also have the following option:

1. A Firefighter may elect to accept a voluntary salary reduction, without the right of appeal, to salary step #1 of the Firefighter salary range for a period not to exceed one (1) year.
2. A Fire Engineer may elect to accept a voluntary transfer and salary reduction, without the right of appeal, to the position of Firefighter at salary step #1 for a period not to exceed one (1) year.
3. A Fire Captain may elect to accept a voluntary salary reduction, without the right of appeal, to salary step #1 of the Fire Captain salary range for a period not to exceed one (1) year. This option will only be granted with the understanding that MOU Section 2.10, Promotional Pay Rate, is not applicable and subordinates under his/her supervision may receive a higher salary during the period of this salary reduction.

The employee must have his/her driver's license ordered to be reinstated by the end of the one (1) year period. Upon having his/her driver's license reinstated, the employee will be reinstated back to his/her previous position and pay step. Failure by the employee to have his/her drivers' license ordered to be reinstated by the end of the one (1) year period will result in the employee being separated from City employment for not

meeting the minimum qualifications of his/her previous position without the right of appeal.

If the employee is convicted of a driving violation and has his/her Class "B" Restricted, or higher, driver's license suspended as a result of that conviction, the employee will have the option of an unpaid leave of absence or a voluntary transfer and/or salary reduction a maximum of two (2) times not to exceed an aggregate total of one (1) year and one hundred and twenty (120) days during his/her tenure with the City. In the event the employee should be convicted of another driving violation and have his/her Class "B" Restricted, or higher, driver's license suspended as a result of that conviction, he/she will be separated from City employment for not meeting the minimum qualifications of his/her position without the right of appeal.

4.05. Jury Duty

Employees covered herein, when duly called to serve on any jury and when unable to be excused therefrom, shall receive their regular base compensation less all jury fees received excluding mileage for the time required to be spent in court provided that an individual employee will be so paid for jury service only once every three (3) years and shall make every effort to cooperate with any request by the Department Head to request a delay in jury service to accommodate important department work in progress. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor.

Employees reporting for jury service shall be placed on a 40 hour per week schedule. If the employee was on a Fire Suppression assignment, the jury duty will not be considered an administrative assignment and the employee will therefore not be eligible to receive an administrative bonus. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

4.06. Military Leave

Military leave shall be administered in accordance with applicable Federal/State codes, ordinances, and laws.

4.07. Workers' Compensation Leave

Workers' compensation leave shall be in accordance with applicable California State Law.

4.08. Bereavement Leave

Bereavement leave of three twenty-four (24) hour work shifts for Fire Suppression employees and forty (40) hours with pay for non-Fire Suppression

employees shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning spouse, the employee's domestic partner, child, step child, child of the employee's domestic partner, brother, sister, parent, step parent, step-brother, step-sister, parent-in-law, son in law, daughter-in-law, grandparent and grandchild. Bereavement leave of not more than two twenty-four (24) hour shifts with pay for Fire Suppression employees and not more than thirty (30) hours with pay for non-Fire Suppression employees, shall be provided for absence from duty due to the death of an employee's sister-in-law, brother-in-law, uncle, aunt, niece and nephew. Employees may request additional bereavement leave which shall not be unreasonably denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement this bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unreasonably denied by the City.

4.09. Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child who requires constant parental supervision shall be entitled to a leave of absence totaling four (4) months immediately following the child's birth or adoption and shall be returned to the same job classification occupied prior to the leave upon its expiration. Paid vacation leave or sick leave, if applicable, as well as unpaid leave shall be counted toward the four (4) month total. Paid sick leave can be used only if the requirements of the Santa Monica Municipal Code are met. Additional leave may be requested under the provisions of this MOU governing leaves of absence without pay (Section 4.04).

Primary responsibility may be established by providing documentation that the employee's spouse is medically incapacitated; or that the spouse is gainfully employed during the hours the employee is normally scheduled to work and no schedule change for the employee or spouse is possible; or by demonstrating other extraordinary circumstances such as the adoption of a disabled child who requires constant parental supervision.

Maternity leave is not the same as parental leave and shall be administered in accordance with State and Federal law.

4.10. Family Leave

The City shall comply with the provisions of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

When granted family leave, the employee may choose to use available accrued sick leave at his/her discretion; however, except for sick leave, the employee will be required to exhaust all other available leave time, if applicable, before he/she can go on unpaid status.

ARTICLE V. WORKING CONDITIONS

5.01. Fire Suppression Work Schedule

Effective as soon as can be accommodated by the City's Payroll System, the "48/96" work schedule shall be implemented on a one-year trial basis. As soon as practicable, the parties shall meet in an effort to identify subjects to be addressed and measured during that trial period.

5.02. Safety

The City shall provide safe, clean, and healthy city facilities in accordance with applicable Federal, State, and local laws and regulations. The employee organization agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory. Further, Local 1109 and the management of the Fire Department shall meet on a quarterly basis to discuss safety or equipment issues or concerns.

Both parties to this Agreement agree to fully support the City's Risk Control Policy. Said policy sets forth the City's commitment to maintaining a safe and healthy work environment, to preventing accidents and injuries and minimizing risk and loss wherever possible. Said policy outlines the safety responsibilities of the City, City managers and supervisors, and City employees. Further, it shall be the obligation of employee(s) covered hereunder to immediately report to his/her immediate supervisor any working condition that appears to be unsafe to the employee(s).

The City will provide, at no cost to the employee, the appropriate vaccinations required by law for all employees covered hereunder.

5.03. Constant Staffing

The term "constant staffing" shall mean the number of personnel assigned to a platoon. It is agreed that the current constant staffing program shall be a thirty-one (31) person per shift minimum, including a Battalion Chief and Hazardous Materials Driver. However, the City, in anticipation of vacancies, may hire three (3) additional safety personnel to fill anticipated vacancies for a period not to exceed four (4) months prior to such vacancy actually occurring, unless such time limit is specifically waived by Local 1109.

5.04. Mandatory Physical Fitness

One and one-half hours per day shall be provided for Fire Suppression personnel for cardiovascular conditioning, flexibility exercises, and strength conditioning. Such hours shall be scheduled at the discretion of the company commander.

5.05. Paramedic Work Assignment Selection Process

Employees who hold positions in the job classification of Firefighter shall be eligible to participate in the department selection process used to select employees for paramedic work assignments for which a bonus has been budgeted if he/she has successfully passed his/her probationary period. An employee in the rank of Fire Engineer or Fire Captain will only be eligible to participate in the department selection for paramedic work assignments for which a bonus has been budgeted if the employee already holds a current paramedic license. An employee who has willingly allowed his/her paramedic license to expire may only participate in the department selection for paramedic work assignments for which a bonus has been budgeted if said employee has reactivated his/her paramedic license and holds a current paramedic license.

The department selection process used to establish the list from which employee(s) shall be selected for paramedic work assignments for which a bonus has been budgeted is as follows:

- A. Employees must pass an Emergency Medical Technician (EMT) level technical written test developed and administered by the EMS Educator or Paramedic Coordinator.
- B. Employees who pass the written test specified in Subsection A above will participate in an oral assessment. The panel used for the oral assessment will include representatives from any, or all, of the following career fields: medical directors, medical professionals, paramedic coordinators and/or licensed paramedics, with at least one Local 1109 approved representative. The raters will be selected by the Support Services Chief excluding whoever wrote and administered the written test.
- C. Each employee shall receive a final score comprised of the following components: his/her written test score, weighted at 50% and his/her oral assessment score, weighted at 50%.
- D. A list of qualified employees for paramedic work assignments for which a bonus has been budgeted shall be established. Employees will be placed on the department created qualified list in the rank order of their final scores, as defined in Subsection C above. The list will be good for one (1) year, provided that the Fire Chief shall have the option to extend the list for an additional one-year period. Whenever an employee is to be selected for a paramedic work assignment for which a bonus has been budgeted, the Paramedic Coordinator will provide the top three (3) names from the list to the Fire Chief or designee in rank order. The Fire Chief or designee will make a selection from among those top three (3) names.
- E. If a Firefighter selected for a paramedic work assignment for which a bonus has been budgeted does not hold a current paramedic license, he/she shall be sent to paramedic training and shall be placed in a

paramedic work assignment for which a bonus has been budgeted upon successful completion of paramedic training and meeting the criteria set forth in Section 2.08.A. above. If the employee selected for the paramedic work assignment for which a bonus has been budgeted holds a current paramedic license, he/she shall not be required to complete paramedic training prior to placement in a paramedic work assignment for which a bonus has been budgeted, provided he/she has been deemed qualified to serve as a paramedic by two (2) certified department paramedics.

5.06. Paramedic Work Assignments

The minimum number of paramedic work assignments for which a bonus will be paid shall be established in the Santa Monica Fire Department Operations Manual. The City agrees to meet and confer in good faith with Local 1109 prior to the implementation of any changes with regard to the minimum number of paramedic work assignments for which a bonus will be budgeted.

All paramedic work assignments for which a bonus has been budgeted shall be filled in accordance with Section 5.05 of this MOU. The only exception will be if there is an immediate organizational need for a paramedic. In such cases, the Fire Chief can appoint an employee in the job classification of Firefighter who holds a current paramedic license, and who has successfully passed probation, to a paramedic work assignment for which a bonus has been budgeted.

An employee who holds a current paramedic license but is not assigned to a paramedic work assignment for which a bonus has been budgeted shall be allowed to work as a paramedic with a paramedic unit on a non-bonus basis. Said employee shall be required to provide proof of current State Licensure in the County of Los Angeles. Said employee shall only be allowed to perform paramedic procedures when in the presence of two licensed paramedics who are receiving a paramedic bonus. In addition, said employee shall not be eligible to sign up for paramedic overtime work assignments or work in replacement of a paramedic receiving a paramedic bonus. Said employee shall be allowed to maintain his/her paramedic license, as set forth in Section 2.08, B of this MOU.

If an employee intentionally allows his/her paramedic license to become invalid, he/she must first reactivate his/her paramedic license and then participate in the process outlined in Section 5.05 of this MOU in order to be eligible for assignment to a paramedic work assignment for which a bonus has been budgeted. Any training required for the employee to reactivate his/her paramedic license shall be the responsibility of the employee, and the City will not be required to incur any additional cost with regard to the reactivation of the employee's paramedic license. In addition, said employee must comply with the State of California and Los Angeles County regulations for reactivation of his/her paramedic license.

If an employee unintentionally allows his/her paramedic license to become invalid, he/she must reactivate his/her paramedic license per the Santa Monica Fire Department Operations Manual.

The number of paramedic work assignments for which a bonus has been budgeted and which can be filled by employees who hold a position in the job classification of Fire Engineer or Fire Captain shall be determined by the number of operational paramedic engine companies in the Santa Monica Fire Department and the minimum number of paramedic work assignments as established in the Santa Monica Fire Department Operations Manual. If an employee receiving a paramedic bonus is promoted to Fire Engineer or Fire Captain, he/she shall continue to receive a paramedic bonus only if there is a paramedic work assignment available in the higher job classification to which he/she is promoted. Said employees shall be allowed to maintain their paramedic license, as set forth in Section 2.08, B of this MOU. When a paramedic work assignment in the higher job classification becomes available, that assignment shall be offered to employees who had to forfeit their paramedic bonus upon promotion. Reassignments to paramedic work assignments in the higher rank shall be offered in order of paramedic bonus forfeiture.

5.07. Effect of Job Performance on Salary

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the experience and ability of the person to be employed, or of the incumbent, may authorize entrance salaries higher than the minimum, and special increases above the amount prescribed in the salary schedule for the class and length of service of the incumbent. In no event, however, shall the rate exceed the maximum rate for that class.

Notwithstanding any provision contained herein, there will be no increase in wages of any kind as a result of a "NOT ACCEPTABLE" rating on the employee's prescribed periodic performance rating. There will be no subsequent increases in wages until the "NOT ACCEPTABLE" rating has been improved to at least the "MEETS OVERALL STANDARDS" level. Any overall rating in the "NOT ACCEPTABLE" category may delay the next scheduled salary step increase at the discretion of the appointing authority. Such action shall remain in effect until the rating has been improved to at least a "MEETS OVERALL STANDARDS" level.

5.08. Washing Machines

It is agreed that the City will provide, for the safety of the members of Local 1109, washing machines and clothes dryers in all Fire Stations, for the sole purpose of cleaning safety clothing, uniforms and department equipment soiled and contaminated at emergency incidents.

5.09. Wellness

- A. Any employee hired on or after July 1, 1990 shall be restricted from habitual smoking or chewing tobacco both on duty and off duty. This provision will be maintained throughout said employee's tenure with the Santa Monica Fire Department as a condition of employment.

With respect to this section, the parties agree to meet and confer in the event of any legal challenge to any provision under this section with respect to the defense of Local 1109 or of any officer or member named in such legal challenge.

- B. Employees shall complete a medical examination by the City medical examiner, with the frequency and components of the examination to be determined by the City, provided however that legislatively mandated medical examinations will be included as part of the examinations covered by this provision.

5.10. Employee Parking

It is hereby agreed that the City will make every effort to maintain free parking as it presently exists for City employees at City facilities. If it should become necessary for employees covered by this Agreement to comply with any local, State or Federal requirements regarding transportation management, the City can implement whatever actions are required. However, in no event shall the City implement any actions pertaining to charging for parking without meeting and conferring with Local 1109 should any employee(s) represented by Local 1109 be subject to such a charge.

5.11. Hazardous Materials Response Team or Urban Search and Rescue (USAR) Team Work Assignment Selection Process

Only employees holding position in the job classification of Firefighter, Fire Engineer or Fire Captain and who have successfully passed their probationary period shall be eligible for the Hazardous Materials (Haz Mat) Response Team and Urban Search and Rescue (USAR) Team work assignments for which a bonus has been budgeted in accordance with Section 2.14 and Section 2.15 of this MOU.

The Fire Department will maintain sufficient resources and trained personnel to provide an effective Haz Mat Response Team and a USAR Team.

The department selection process used to establish a list from which employee(s) shall be selected for Haz Mat or USAR Team assignments for which a bonus has been budgeted will be as follows:

- A. Two separate but parallel processes will be established to select Haz Mat or USAR Team assignments and administered as determined by the need to select Haz Mat or USAR Team members.
- B. Employees must successfully pass a Hazardous Material First Responder or USAR Team Entry level technical written test developed and administered by the Haz Mat or USAR Program Manager and/or designated personnel.
- C. Employees who pass the written technical test specified in Subsection B above will be invited to participate in an oral assessment. The panel used for the oral assessment will be selected by the Haz Mat or USAR Management Team. The Haz Mat or USAR Management Team will consist of the Haz Mat or USAR Program Manager (BC), Haz Mat or USAR Captain, and Haz Mat or USAR certified 1109 Appointed Representative.
- D. Each employee shall receive a final score comprised of the following components: his/her written test score, weighted at 45%; his/her oral assessment score, weighted at 45%; and his/her seniority score, as defined by the appropriate policy, weighted at 10%.
- E. For operational efficiency it is recommended that the Haz Mat or USAR Management Team give consideration to the following factors during the oral assessment portion of the selection process:
 - 1. Weight placed on present or predicted assignment
 - a. Employees who are currently assigned, or who are predicted to be assigned, to Engine 3 or Engine 4 should be given due consideration in the Haz Mat Team selection process.
 - b. Employees who are currently assigned, or who are predicted to be assigned, to Engine 2 or Truck 1 should be given due consideration in the USAR Team selection process.
 - 2. Employees not currently receiving a Haz Mat or USAR Team assignment bonus should be given due consideration in the selection process.
 - 3. Platoon balance - Haz Mat or USAR Team assignment balance between the platoons might necessitate giving consideration to one employee over another if a shift transfer is not practical.
- F. A list of qualified employees for the Haz Mat or USAR Team assignments for which a bonus has been budgeted shall be established. Employees will be placed on the department created qualified list in the rank order of their final scores, as defined in Subsection D above. The list will be in effect for

two (2) years, provided that at least three (3) names remain on the list. If the list should be exhausted (i.e., fewer than three names remain on the list), the Fire Chief shall have the option of requesting the development of a new list in accordance with the procedure outlined in Subsections B, C and D above. Whenever an employee is to be selected for a Haz Mat or USAR Team assignment for which a bonus has been budgeted, the Fire Chief or designee, will make a selection from the top three ranked names on the department created qualified list. The list will be maintained by the Haz Mat or USAR Program Manager.

- G. Based on operational needs, the Program Manager with the Haz Mat or USAR Management Team approval, may appoint a Captain or Engineer to receive the training and hence the bonus without following the above selection process, if this appointment does not prevent another member from receiving the training and bonus.
- H. At times when there are more openings and training funds available than there are candidates applying for the positions(or equal), the Haz Mat or USAR Management Team will determine if the selection process is needed for that instance, in order to fill the positions in a timely manner. If that determination is made, all employees who express interest would receive the training and hence the bonus.

If the employee selected for a Haz Mat Response Team work assignment for which a bonus has been budgeted does not hold a current Hazardous Materials Technician certification, he/she shall be sent to hazardous materials training and shall be placed in a Haz Mat Response Team work assignment for which a bonus has been budgeted upon successful completion of training. If the employee selected for the Haz Mat Response Team work assignment for which a bonus has been budgeted holds a current Haz Mat Technician or Haz Mat Specialist certification, he/she shall not be required to complete hazardous materials training prior to placement on the Haz Mat Team.

If the employee selected for a USAR Team work assignment for which a bonus has been budgeted has not attended the core USAR courses, he/she shall be sent to USAR training and shall be placed in a USAR Team work assignment for which a bonus has been budgeted upon successful completion of training. If the employee selected for the USAR Team work assignment for which a bonus has been budgeted has already successfully completed the core USAR courses, he/she shall not be required to complete USAR training prior to placement on the USAR Team.

The City agrees to meet and confer with Local 1109 prior to the implementation of any changes to the selection process.

5.12. Take Home Vehicles

- A. Take home vehicles shall be provided to employees as set forth below. To qualify for a take home vehicle, the round trip distance between the employee's place of residence and designated work location shall not exceed 100 miles, provided that employees currently receiving take home vehicles shall be exempted from this requirement. In addition, employees in any of the following categories who currently are provided take home vehicles shall continue to do so: Fire Marshal, Assistant Fire Marshal, Senior Fire Inspector, Fire Inspector, Training Chief, Training Captain, Administrative Captain, Paramedic Coordinator, and Support Services Captain.

- B. Take home vehicle assignments will remain in effect during the term of this agreement for Fiscal Years 2014-17. An annual review may be conducted by the Fire Chief and any necessary adjustments to take home vehicles not listed in subsection A may be made effective the ensuing fiscal year upon mutual agreement.

ARTICLE VI. EMPLOYER/EMPLOYEE RELATIONS

6.01. Payroll Deductions

The City will, with proper authorization from employees, process deductions from employee pay. Any or all such payroll deductions must be submitted to the payroll office during the pay period prior to the start of the deduction.

6.02. Reasonable Notice

It is mutually agreed that Local 1109 shall receive at its place of business a copy (via intercity mail) of the City Council and/or Personnel Board agenda for each meeting. Local 1109 shall notify the City as to the business address to which such notifications should be sent. Further, it is understood that said notification shall be concurrent with the notification provided the Personnel Board and City Council members.

6.03. Grievance/Complaint Policy

A grievance is a complaint by one or more employees covered by this MOU or by the Santa Monica Firefighters Association concerning the application or interpretation of the MOU, ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours and/or working conditions. This grievance and complaint policy does not apply to suspensions, demotions, and removals which are subject to the procedures outlined in the Santa Monica Municipal Code and which must be pursued by the aggrieved employee(s).

- A. The aggrieved employee(s) shall meet with the immediate supervisor regarding the grievance, which must be stated in writing on Form F-10, specifically citing the MOU, ordinance, resolution, rule, policy, practice or procedure that is the subject of the grievance and the circumstances giving rise to the grievance.
- B. If the grievance is not resolved by the end of the employee's third (3rd) regularly scheduled shift following the shift on which presentation of the grievance to the immediate supervisor occurred, the employee may, within five (5) regularly scheduled shifts thereafter, appeal to the second level supervisor, if any, using Form F-10.
- C. If the grievance is not resolved by the end of the employee's third (3rd) regularly scheduled shift following presentation to the second level supervisor, if any, the employee may within five (5) regularly scheduled shifts thereafter, appeal to the Fire Chief using Form F-10. The Fire Chief shall meet with the employee and the employee's representative to attempt to resolve the grievance.
- D. If the grievance is not resolved by the end of the employee's tenth (10th) regularly scheduled shift following presentation of the Form F-10 to the

Fire Chief, the employee may, within five (5) regularly scheduled shifts thereafter, appeal to the Human Resources Director, who will investigate the grievance and make recommendations to the City Manager, whose decision shall be final. The decision of the City Manager shall be issued no later than the end of the employee's tenth (10th) regularly scheduled shift, after the filing of appeal with the Human Resources Director.

- E. For the purposes of this grievance procedure, "shift" shall mean the regularly scheduled twenty-four (24) hour work period for Fire Suppression personnel and the regularly scheduled work day for personnel not assigned to the fifty-six (56) hour work week.

All time periods in this section may be extended by mutual consent of the employee and the management representative involved.

- F. A grievance shall be considered untimely if not presented by the employee or the Association within 30 days of the incident giving rise to the grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

- G. Employees shall have the right to be represented in grievance matters in the following manner:

- (1) Employees shall have the right to represent themselves individually in grievance matters.
- (2) Employees may designate a member of the Department to represent them in grievance matters at steps one (A) and two (B) of the grievance process.
- (3) Employees may designate a departmental or legal representative to represent them in steps three (C) and four (D) of the procedure.

- H. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, shall not in any way be coerced, intimidated or discriminated against.

- I. Grievances initiated by Local 1109 shall be submitted directly to the Fire Chief within thirty (30) calendar days following the incident giving rise to the grievance or within thirty (30) calendar days from the date on which Local 1109 could reasonably have become aware of said incident. The Fire Chief shall respond to the grievance within ten (10) work days. Upon receipt of the Fire Chief's response, Local 1109 can appeal to the Director of Human Resources. Within fifteen (15) work days of receipt of the grievance, the Director of Human Resources shall investigate the grievance and make recommendations to the City Manager, whose decision shall be final. The decision of the City Manager shall be issued

no later than the end of ten (10) work days following receipt of the Director of Human Resource's recommendations. Work day as used in this provision is defined as the work day assigned to forty (40) hour per week personnel.

6.04. Disability Retirement Dispute Resolution Procedure

- A. When a safety member of the Retirement System applies for a disability retirement, and the Board of Administration ("Board") of the California Public Employees' Retirement System ("CalPERS") requests the City to determine whether the applicant is incapacitated for the performance of duty, the City shall promptly perform all acts necessary, including the conduct of a medical examination, to determine whether the applicant is incapacitated for the performance of duty. The determination of the City shall include an explanation of the basis for that decision. If the City has not made that determination within 180 calendar days from the date of the Board's request, it shall be deemed to have determined that the applicant is incapacitated for the performance of duty.
- B. As soon as the City has made its determination, it shall notify the employee in writing. This notice, as well as all other notices required by this procedure, shall be sent to the employee's home address with a copy to his or her legal representative, if any. The notification shall be accompanied by a copy of this Disability Retirement Dispute Resolution Procedure.
- C. The employee may challenge that determination, or any related decision by the City regarding his/her disability retirement or its effective date, by submitting to the City Manager a written request for a hearing. This request must be submitted within thirty (30) calendar days from service of the notice that is the subject of the request for a hearing. If the employee fails to submit such a written request within the prescribed time limit, the determination of the City shall become final and no longer subject to appeal.
- D. If the employee submits a timely written request for a hearing, the matter shall be referred to the Office of Administrative Hearings so that a hearing will be conducted by an Administrative Law Judge from that office in accordance with the provisions of Section 11500, et seq. of the California Government Code, (the Administrative Procedure Act). However, it shall not be necessary for the City to prepare a Formal Accusation or Statement of Issues, or for the employee to file a Notice of Defense, as identified in that Act. Instead, the communications described above shall replace those items. However, all discovery rights described in the Act shall be available to the parties; the hearing shall be conducted in accordance with the provisions of Section 11513 of the California Government Code; the resulting decision shall be as specified in the Act; and all time limits prescribed in the Act shall be applicable.

- E. The City shall have the burden of proof that its decision should be upheld.
- F. The employee shall be entitled to a representative of his/her choice in the hearing. The cost of such representation shall be borne by the employee.
- G. Where testimony of City employees is involved, at least seven calendar days advance notice shall be given to the Department Head so that work assignments may be made accordingly. Wherever practicable, City employees needed as witnesses shall be placed on an on-call basis and compensated at their regular rates of pay of time spent in the hearing.
- H. The decision of the Administrative Law Judge shall be final, subject to judicial review commenced by the employee or the City in accordance with the provisions of Section 11523 of the California Government Code.

6.05. Performance Evaluation Appeal Procedure

Permanent (non-probationary) employees may appeal their performance evaluation. A probationary employee may attach a response to his/her performance evaluation, with the response to be filed in his/her personnel file.

A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten (10) calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.
- (4) An employee can elect to file a response to his/her performance evaluation: a) in lieu of appealing the performance evaluation; b) at any time during the appeal procedure if he/she decides to not take the appeal to the next level listed in the appeal procedure; or c) he/she is not satisfied with the City Manager's written decision. The response will be attached to the performance evaluation and filed in the employee's personnel file.

B. An appeal involving a performance evaluation shall be processed in the following manner:

- (1) Informal Discussion

If an employee believes that his/her performance evaluation does not correspond to the facts, the employee is encouraged to meet with his/her supervisor who completed the evaluation.

(2) First Step

The employee must submit his/her appeal to the Department Head within ten (10) calendar days following the employee's receipt of his/her performance evaluation, and the appeal to the Department Head must be submitted in writing, with the employee specifically stating the reasons why he/she believes the performance evaluation needs to be revised.

(3) Second Step

The Department Head, or his/her designee, shall meet with the employee within seven (7) calendar days from the date on which the Department Head's office receives the appeal from the employee. Within seven (7) calendar days following such meeting, the Department Head, or his/her designee, shall give a written decision to the employee.

(4) Third Step

If the employee is not satisfied with the decision of the Department Head, within seven (7) calendar days following receipt of the Department Head's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall meet with the employee within seven (7) calendar days following receipt of the performance evaluation appeal. The Human Resources Director, or his/her designee, shall make such investigation as required and make recommendations to the City Manager no more than seven (7) calendar days following the meeting with the employee. Within seven (7) calendar days following receipt of the Human Resources Director's recommendation, the City Manager shall render a written decision, which shall be final.

C. Representation

An employee shall have the right to represent him/herself individually or to be represented by Local 1109 if the employee elects to appeal his/her performance evaluation.

6.06. Time Off for Union Business

It is hereby agreed that during the term of this Agreement a maximum of 288 hours for employees assigned to Fire Suppression duties and 400 hours for

employees assigned to Administrative (40 hour) positions in each fiscal year will be allowed (at full pay and benefits) for use by any Local 1109 representative that may require time off for any responsibilities associated with Local 1109 duties. Accounting of said time shall be the responsibility of and maintained by the Platoon Commanders.

Members of Local 1109 shall be permitted to attend general membership meetings, and the City will continue to provide a facility agreeable to both parties and of appropriate size for general membership meetings while members are on-duty.

It is agreed and understood that for the term of this agreement the Santa Monica Fire Department will provide space at one of the Fire Stations where Local 1109 can maintain its offices.

6.07. Disciplinary Appeals

All disciplinary appeals shall be conducted pursuant to the Firefighters' Procedural Bill of Rights Act as set forth in California Government Code Section 3250, et seq.

December

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this date, ~~September~~ 5, 2014.

By:

SANTA MONICA FIREFIGHTERS
LOCAL NO. 1109 IAFF

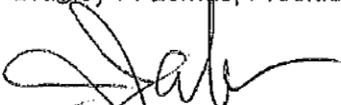
CITY OF SANTA MONICA



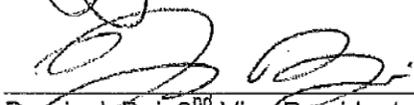
Bradley P. Lomas, President



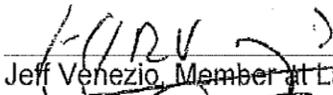
Rod Gould, City Manager



James Altman, 1st Vice President



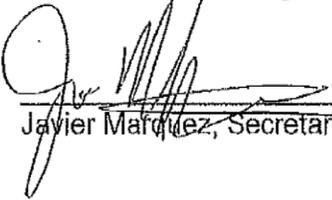
Dominek Bei, 2nd Vice President



Jeff Venezia, Member at Large



Walter Gonzalez, Negotiations Team Member



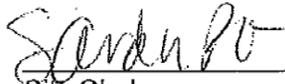
Javier Marquez, Secretary

APPROVED AS TO FORM:

Attest:



Marsha Jones Moutrie
City Attorney



Sandra P...
City Clerk