

CITY OF SAN MARINO
AND
SAN MARINO FIREFIGHTERS' ASSOCIATION
REPRESENTING
SAN MARINO FIRE FIGHTERS

MEMORANDUM OF UNDERSTANDING
March 1, 2013 TO JUNE 30, 2015

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ARTICLE I

RECOGNITION OF THE ORGANIZATION

Section 1.1. RECOGNITION. The City of San Marino (hereinafter called the "City") has recognized San Marino Firefighters' Association (hereinafter called the "Association") as the majority representative of employees in the classifications of: Firefighter, Firefighter/Paramedic, and Fire Engineer, (hereinafter the "affected employees").

Section 1.2. MAJORITY REPRESENTATION. The City shall recognize the Association as the majority representation of all employees in these classifications for the purpose of meeting its obligations under this Resolution, the Meyers-Milias-Brown Act, Government Code 3500, et seq., when the City's rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

Section 1.3. FILING OF PETITIONS. This written contract shall bar the filing of a Petition for Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this Memorandum of Understanding, provided that a Petition for Certification or Decertification may be filed during a period beginning not earlier than 120 calendar days and ending not less than 90 calendar days before expiration of said Memorandum of Understanding.

ARTICLE II

NON-DISCRIMINATION PLEDGE

Section 2.1. EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, et seq.

Section 2.2. NO DISCRIMINATION. The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, disability, association membership, or medical condition as defined by State and Federal law. The City and the Association shall reopen any provision of this Memorandum of Understanding for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Memorandum of Understanding in compliance with State or Federal antidiscrimination laws.

ARTICLE III

CITY RIGHTS

Section 3.1. RESERVED RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Memorandum of Understanding or by law, shall include but not be limited to the following rights:

- A. To manage the City generally and to determine the issues of policy;
- B. To determine the existence or nonexistence of facts which are the basis of the Management decision;
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- E. To establish methods of financing;
- F. To establish types of equipment or technology to be used;
- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

- K. To establish and modify productivity and performance programs and standards for City operations;
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- M. To determine job classifications and to reclassify employees;
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons, in accordance with this Memorandum of Understanding and the City's Rules and Regulations;
- O. To determine policies, procedures, and standards;
- P. To establish employee performance standards, including but not limited to quality and quantity standards; and to require compliance therewith;
- Q. To maintain order and efficiency in its facilities and operations;
- R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Memorandum of Understanding;
- S. To take any and all necessary action to carry out the mission of the City in emergencies;
- T. To determine the mission of its constituent departments, boards and commissions;
- U. To establish the need and use of personnel information for employees and the means by which that information is to be provided. Employees retain their rights to privacy as provided by law.

Section 3.2. IMPACT OF CITY RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE IV

ORGANIZATION RIGHTS

Section 4.1. DUES DEDUCTIONS. The City shall continue its present policy of payroll deductions on a twice a month basis of Association dues and assessments, and supplemental group life insurance payments, in the amount certified to be current by the Treasurer of the Association and as authorized in writing by the individual employees. The total amount of deductions, together with a current list of Association members, shall be remitted by the City to the Treasurer of the Association within ten (10) calendar days of the last monthly deduction.

Section 4.2. INDEMNIFICATION. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deductions or transmittal of such funds to the Association caused by the Association's negligence. The Association shall notify the City within ten (10) calendar days of any discrepancy(ies) concerning Association dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within ten (10) days, the City shall be relieved of any responsibility for any asserted discrepancy.

Section 4.3. DEFINITIONS. For the purposes of this Memorandum of Understanding, the following definitions shall be used:

- A. Reasonable number of stewards should be interpreted to mean one (1) person identified on each individual shift for the purpose of conducting Association activities during on-duty hours, plus one steward-at-large. The steward-at-large shall only act as steward in the absence of the usually designated steward, and time spent by the steward-at-large in this capacity shall be at no additional cost to the City.
- B. Reasonable amount of time to promptly and expeditiously investigate and process grievances shall not be specifically defined in this context for it might be viewed as encouraging abuse. "Promptly and expeditiously" obviously relate to the amount of time spent. The word "process" in this context means only to discuss the matter with the grievor, record information, advise or recommend action, assist in the completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appearance with the grievor at the first formal level of grievance resolution.

C. Grievance. See Section 7.2 for definition of Grievance.

D. Cognizant supervisor means the shift supervisor present at the work location.

Section 4.4. STEWARDS. The Association may select a reasonable number of stewards for this unit, as defined herein. The Association shall give to the City Manager's Office and Fire Chief a written list of employees who have been selected as stewards. This list shall be kept current by the Association; and forwarded to the City Manager and Fire Chief each time there is an update.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as stewards.

Stewards, when leaving their work locations to transact any such investigation or processing of a grievance or potential grievance, shall first obtain permission from the shift supervisor and inform him/her of the nature of the business. Permission will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when the time will be available.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for the time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievance at the lowest possible level and to increase communications between the Association and the City.

Section 4.5. REPORTING FORM. The Association does not object to the use of a form for the purpose of recording the amount of time spent by stewards in their work on grievances. Such a form might provide for signatures of affected supervisors, reasons for refusals if release time is not granted and exact time in and time out notations. An evaluation of such forms could be of value in determining what a "reasonable amount of

time" is, and might point to the "personnel problem areas." The Fire Chief shall receive and review these forms for the purposes of monitoring steward time.

Section 4.6. STEWARD'S PERMISSION TO LEAVE WORK LOCATION. As indicated above, both permission and denial of a request to leave a work location by a steward to investigate or process a grievance or potential grievance shall be recorded with a signature by the shift supervisor and the time on the appropriate form. Notations as to the reasons for a possible denial of the request and the time when the time may be expected to be made available should also be recorded on this form.

Section 4.7. INCREASED COMMUNICATION BETWEEN THE ASSOCIATION AND THE CITY. The City might reasonably expect that the Association would report the results of any meeting wherein employees have been permitted to participate on City time in their role as shop stewards. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 4.8. ALLOWED TIME FOR STEWARDS. City agrees to allow stewards a maximum of two (2) hours per week to transact and discuss Association business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned task being approved by the shift supervisor.

ARTICLE V

NO STRIKE-NO LOCKOUT PLEDGE

Section 5.1. ASSOCIATION PROHIBITED CONDUCT. The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, or any other concerted job action, by withholding or refusing to perform services.

Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.

Section 5.2. NO LOCKOUT. The City agrees that it shall not lockout is employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 5.3. ASSOCIATION RESPONSIBILITY. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 5.01 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and request that all such persons immediately cease engaging in conduct prohibited in Section 5.01 above, and return to work.

ARTICLE VI

PROBATION

Section 6.1. PROBATION PERIOD. A new employee initially appointed to a class shall serve a probationary period during which the employee shall have an opportunity to demonstrate suitability for the job. For all fire safety employees the initial probationary period shall be eighteen (18) months, beginning on the effective date of employment. Temporary status does not count toward a new employee's probation period (see Section 8.12).

An employee who has been promoted to a higher classification shall be on probation for eighteen (18) months. Under certain conditions, if necessary to adequately evaluate such employee, based on the Fire Chief's recommendation and the City Manager's approval, the probationary period may be shortened or extended; and the employee shall be provided with the reasons and rationale, in writing, upon which the action is based.

Section 6.2. PERMANENT STATUS. The employee shall attain permanent status in the classification upon successful completion of the probationary period.

ARTICLE VII

GRIEVANCES

Section 7.1. PURPOSE OF GRIEVANCE PROCEDURE. This grievance procedure establishes a means by which an employee grievance may be considered, discussed, and resolved in a timely manner and at the closest possible level to the point of origin.

The parties shall make every effort to resolve any dispute prior to it being reduced to writing or at the lowest step in the grievance procedure. The parties may, by mutual written contract, agree to file a grievance at a step other than Step 1 herein if the grievance cannot be resolved at the lowest step.

It is understood that the intent of the grievance procedure is to resolve disputes and to avoid confrontations.

Section 7.2. GRIEVANCE. For the purpose of this Memorandum of Understanding, a grievance is defined as a claimed dispute between the City or its representatives and the Association, an employee, or a group of employees. A dispute shall be defined as a specific and identifiable claimed violation, misinterpretation, inequitable application or noncompliance with federal or state laws, City Code, rules and regulations, salary resolution, existing rules, or this Memorandum of Understanding.

Section 7.3. GUIDELINES.

- A. The grievant is entitled to representation of his/her choice.
- B. Employees are assured freedom from reprisal for using the grievance procedure. 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.
- C. The grievant and/or the grievant's representative may use a reasonable amount of work time in conferring and presenting the grievance and appeal. However, no employee shall transact such matters and/or shall be absent from the assigned work place without first obtaining approval from the employee's supervisor.
- D. There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below:

Step 1. An employee's grievance must be submitted immediately to the employee's shift supervisor or management representative in charge of the aggrieved employee within ten (10) calendar days after the event giving rise to the grievance, or reasonable knowledge of the event giving rise to the grievance. The shift supervisor or management representative shall give his/her answer to the employee by the end of the tenth (10th) calendar day following the presentation of the grievance, and the giving of such answer will terminate Step 1. Should the shift supervisor or management representative not answer within five calendar days, the grievance will be deemed denied at the end of the fifth (5th) calendar day following the presentation of the grievance, and the employee may appeal it to Step 2.

Step 2. If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee, and presented to the Fire Chief within ten (10) calendar days after termination of Step 1. A meeting with the employee, employee's representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief shall give a written reply by the end of the tenth (10th) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2. Should the Fire Chief not give a written reply within ten (10) calendar days from the date the grievance is received by him, the grievance will be deemed denied at the end of the tenth (10th) calendar day following the presentation of the grievance under step 2, and the employee may appeal it to Step 3.

Step 3. If the grievance is not settled in Step 2, the employee shall reduce his/her grievance to writing, including the reasons for proceeding to this step, and submit it to the City Manager or his/her designee within ten (10) calendar days after the termination of Step 2. The City Manager or his/her designee shall arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A written decision shall be rendered within ten (10) calendar days from the date of such meeting. If the City Manager or his/her designee does not provide a written decision within ten (10) calendar days following such meeting, the grievance will be deemed denied at the end of the tenth (10th) calendar day following such meeting, and the employee may go to advisory arbitration.

Section 7.4. TIME LIMITS. The limits set forth above may be extended by mutual written contract between the parties, but neither party shall be required to so agree.

Section 7.5. NO CHANGES. It is not intended that the grievance procedure shall be used to effect changes in the established salary and fringe benefits.

Section 7.6 ADVISORY ARBITRATION. Grievances which are not settled pursuant to the grievance procedure above and which the Association/employee(s) desire to resolve further may be submitted to arbitration as provided below:

- A. As soon as possible and in any event not later than ten (10) calendar days after the City Manager has received written notice from the employee of the desire to arbitrate, the parties shall agree upon an arbitrator. If no contract is reached within said ten (10) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the State Conciliation Service or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- B. Either the City or the employee may call any employee as a witness, and the City agrees to release said witness from work if he/she is on duty.
- C. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Understanding. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.
- D. The decision of the arbitrator within the limits herein prescribed shall be advisory to the City Council.
- E. The arbitrator may hear and determine only one grievance at a time without the expressed contract of the City and the Association.
- F. The cost of the hearing officer and court reporter shall be shared equally between the City and the Association regardless of the outcome.

ARTICLE VIII

WAGE AND SALARY POLICY

Section 8.1. BASIC COMPENSATION PLAN. A schedule of job classifications together with salary rate ranges is set forth in Exhibit A and attached hereto. Said salary rates shall be effective as indicated. All employees within the bargaining unit shall be paid in accordance with the terms of Exhibit A.

Section 8.2. SALARY AND WAGE SCHEDULES. The salary and wage schedules attached hereto shall constitute the basic compensation plan consisting of five (5) Steps or rates of pay in each range.

The respective ranges shall be identified by number and the Steps by the letters "A" to "E" inclusive.

Section 8.3 ADMINISTRATION OF BASIC COMPENSATION PLAN. The compensation ranges and steps contained in the monthly salary schedule in Exhibit A hereof are monthly compensation rates not including premium pay on hours worked over 91 in a 12 day FLSA cycle.

For all employees covered by this Memorandum of Understanding, the work schedule shall be considered to be ninety-six (96) hours during a twelve-day (12) day period. This is equivalent to an average of 243 hours per month (2920/12).

The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2920. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

A shift shall be considered to be equal to twenty-four (24) hours.

Section 8.4. BEGINNING RATES. A new employee of the City of San Marino shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired. An employee may be placed in a higher range at the discretion of the Fire Chief with approval by the City Manager.

Section 8.5. SERVICE. The word "service," as used in this Memorandum of Understanding, shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by any employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Memorandum of Understanding. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be reemployed within one (1) calendar year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the Fire Chief and upon approval by the City Manager.

Section 8.6. ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

- A. Service Advancements. After the salary of an employee has been first established and fixed under this plan, such employee may be advanced to the next available Step effective the first day of the next pay period following the date of successful completion of six months of continuous full time employment,

pursuant to an evaluation and the Fire Chief's recommendation and approval by the City Manager.

- B. Merit Advancement. An employee may be considered for advancement from one Step to the next higher Step upon completion of the minimum length of service. The effective date of such merit increase, if granted, shall be the first day of the next pay period following approval by the City. Advancement to any step shall be granted only for continuous, meritorious and efficient service by the employee in the effective performance of his/her position based on the performance evaluation.

A merit advancement requires the Fire Chief to file with the City Manager or his/her designee a statement recommending the award or denial of the merit increase and to support any such recommendation with specific reasons thereof.

If the employee is not considered within 30 days after meeting the minimum length of service and the employee is later deemed to have been worthy of a merit advancement on the date that the minimum length of service was completed, the merit advancement shall be effective on the first day of the pay period following the completion of the minimum length of service. This provision shall apply only if the employee had previously notified his immediate supervisor of his eligibility for consideration in writing not less than 30 days nor more than 45 days prior to his completion of the minimum length of service.

- C. Special Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of duties, the Fire Chief may recommend to the City Manager that said employee be advanced to a higher pay step without regard to the minimum length of service provisions contained in this Memorandum of Understanding. The City Manager may, on the basis of the Fire Chief's recommendation, approve or deny such advancement.
- D. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, the employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in subsection (B) herein.

Section 8.7. COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary

and within the salary range for that position. At the discretion of the Fire Chief and the City Manager, an employee may be granted a two (2) or three (3) step salary increase upon promotion. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit increase shall be given until after six (6) months in the higher classification, regardless of the requirement for a probationary period.

Section 8.8. PERMANENT STATUS AFTER PROMOTION. The employee shall attain permanent status in the position upon successful completion of the probationary period required in Section 6.1. An employee who does not satisfy the standards of the higher classification during the probationary period shall be notified in writing. Such notice shall include the reasons for such action. If the permanent status is not achieved, such employee shall be demoted to the appropriate Step in the employee's former classification.

Section 8.9. COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the schedule set forth in Section 8.6 of this Article as if the employee was originally employed in the new classification range.

Section 8.10 EMPLOYMENT AGREEMENTS. In order to promote employee retention, teambuilding, employee safety and productivity, Association supports City requirement that new employees shall enter into an employment agreement, the purpose of which is to discourage the new employee from unilaterally terminating employment prematurely.

8.11 TEMPORARY FIRE FIGHTER/PARAMEDIC POSITION. The City reserves the right to hire a Temporary Firefighter/Paramedic when a vacancy of ten (10) contiguous shifts or longer is anticipated. The Temporary Firefighter/Paramedic(s) will be compensated at the rate shown in Step "A" of the Firefighter/Paramedic Classification on Exhibit "A" (Wage and Benefit Schedule). The Temporary Firefighter/Paramedic(s) are not entitled to any fringe benefits and/or leave benefits as set forth in the MOU, Personnel Rules and/or salary resolution; and will not be allowed to make shift exchanges, work overtime shifts or accrue compensatory time off. The Temporary Firefighter/Paramedic(s) are not eligible to participate in any insurance program included In Article XVI of the current MOU and do not have Layoff or Grievance privileges. The Temporary Firefighter/Paramedic(s) are not members of the San Marino Firefighters Association. Any time that is worked as a Temporary Firefighter/Paramedic will not serve as time towards a full time firefighter/paramedic position with regard to the required 18-month probation period. The Temporary Firefighter/Paramedic(s) shall maintain an EMT-P license in good standing with the

State of California and accreditation with the Los Angeles County EMSA during the course of employment. The Temporary Firefighter/Paramedic(s) are at will employees who may be terminated at any time, without cause, and without right of appeal. These positions are not afforded the rights granted under the Firefighters' Procedural Bill of Rights.

The Temporary Firefighter/Paramedic provision shall expire on June 29, 2015 and will not apply to any temporary Firefighter/Paramedic in service at that time.

ARTICLE IX

OTHER WAGE AND HOURLY BENEFITS

Section 9.1. OVERTIME WORKED. Regarding fire suppression employees regularly assigned to a 24 hour shift schedule who work overtime, the City shall compensate the employee with pay at 1.5 times the employee's hourly rate on any hours worked in excess of 91 hours in a 12 day FLSA period or with equal time off (compensatory time off). Any hours worked in excess of 96 hours in a 12 day FLSA period shall first be authorized by the Fire Chief or his designee. The employees shall indicate their preference for receiving pay for overtime or compensatory time off. The City shall pay all overtime earned no later than the pay period following the pay period in which it is earned. Emergencies may arise in which this is not possible.

Compensatory time for overtime worked in each day will be accumulated in one-half (1/2) hour increments. Where an employee works less than one-half (1/2) hour of overtime, the employee shall not receive compensatory time for overtime of less than one-half (1/2) hour. In order to be entitled to overtime, such overtime must be authorized by the Fire Chief.

Nothing herein is intended to limit or restrict the authority of the City to require any employee to perform overtime work.

Section 9.2. PAYMENT UPON TERMINATION. Employees shall be entitled to receive payment for all accumulated compensatory time off upon their termination, to be paid on the pay period following the final date of employment with the City.

Section 9.3. USAGE OF COMPENSATORY TIME PREVIOUSLY EARNED.

- A. Accumulated compensatory time off may be taken by an employee upon reasonable written notice and prior approval of the Fire Chief.

- B. The affected shift supervisor may permit an employee requesting to use accumulated compensatory time off to be relieved from the work day, provided it will not cause the shift to be undermanned.
- C. In any instance involving use of a fraction of an hour of compensatory time off, the minimum charge to the employee's compensatory time off account shall be one (1) hour.

In approving an employee's request to take accumulated compensatory time off, the Fire Chief will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the Fire Department, which shall take preference.

Section 9.4. WORKING OUT OF CLASS.

Employees in the Fire Department temporarily assigned to the classification of Captain shall receive a five percent (5%) pay differential for all hours worked as a captain, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Captain.

Employees in the Fire Department temporarily assigned to the classification of Engineer shall receive a five percent (5%) pay differential for all hours worked as an Engineer, commencing with the first full shift worked. There will be no additional pay for temporary hours worked prior to the first full shift of the temporary assignment to Engineer.

The five percent (5%) pay differential shall be calculated based upon the base hourly wage of the covered employee's permanent rank at straight time, not the overtime rate, and must fall within the salary range of the position to which the employee has been temporarily assigned.

Section 9.5. OTHER ACTING POSITIONS. Acting positions may be established when deemed necessary by the Fire Chief.

Section 9.6 CALL BACK PAY. When a covered employee is required to report back to work after completing a normal work shift and being released from duty by the shift supervisor, and having left City premises and/or work locations, the employee shall receive a minimum of two (2) hours of compensation as call back pay, provided: (1) the employee is not canceled within 15 minutes of being recalled to duty, (2) the employee is available by pager or cell phone in order to be canceled and (3) the employee reports

for duty to the company officer or chief officer in charge. Call back pay shall be paid at the straight time rate of pay or equal time off, as authorized by the Fire Chief.

Section 9.7 OUTSIDE SERVICES. Whenever a covered employee is voluntarily assigned to an outside service, the employee shall be paid as follows:

- A. On movies - \$70.00 per hour. Employee shall provide proof of completion of a State Fire Marshal Film Safety Officer course to be eligible for assignment to a movie detail.
- B. All other details - \$70.00 per hour.

An outside service is defined as an assignment to provide life safety services (e.g., fire safety, emergency medical care, fire protection) that directly benefit an entity that has contracted with and reimbursed the City for such services. It is agreed that the pay rates as specified in this section meet the requirements of the Fair Labor Standards Act for overtime pay.

Section 9.8. SHIFT EXCHANGE.

- A. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, with the permission of the shift supervisor of the affected shift upon twenty-four (24) hour notice, except in the case of emergency. No obligation shall accrue to the City as a result of the operation of this Section.
- B. It shall be the responsibility of the individual who has agreed to work a shift exchange to report for duty or, if unable to report for duty, make arrangements for his/her replacement. In the event he/she is unable to find a replacement the City may hire a replacement and charge the vacation or overtime to the individual who was unable to report for duty. Trading of days off shall not increase cost to nor cause any liability to the City.

ARTICLE X

PARAMEDICS

Section 10.1. AUTHORIZATION. The City Council has authorized that the paramedic function be performed by its Firefighter/Paramedic employees.

Section 10.2. APPOINTMENT. All Firefighter/Paramedics shall be appointed to and retained in that function by the Fire Chief at his/her sole discretion.

Section 10.3. COORDINATION. Coordination of the paramedic function is the responsibility of the Fire Chief or his designee with City Manager approval.

Section 10.4. PARAMEDIC PAY. The Fire Chief shall authorize the number of firefighters appointed as Firefighter/Paramedics. Firefighter/Paramedics shall receive, in addition to other wages and benefits provided for in this Memorandum of Understanding, a salary that is 10 percent higher than the base pay of a Firefighter at the same salary step

ARTICLE XI

EDUCATION WAGE BENEFIT AND CAREER DEVELOPMENT PROGRAM

Section 11.1. TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior approval from the Fire Chief for each individual course, shall be eligible to receive tuition reimbursement pursuant to this Memorandum of Understanding for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse employee's costs for required school fees such as tuition, registration fees, and books, subject to the limits set forth in this Article. Other fees, such as mileage, activity cards and other optional fees shall not be reimbursed. The following rules shall apply for reimbursement:

- A. Courses must relate to the employee's present job or directly relate to the employee's potential development with the City.
- B. Course work taken at recognized accredited institutions shall be considered for reimbursement. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the Fire Chief.
- C. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- D. In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for an approved course, only the difference, if any, between such assistance and the education

charges an employee actually incurs, shall be eligible for reimbursement under this plan.

- E. Course books for which an employee receives reimbursement shall become the property of the City. Books may be sold by the City back to the educational institution's bookstore, and monies received returned to the City. Employees who wish to keep course books shall not be reimbursed for same.
- F. If an employee, of his/her own volition, withdraws from a course before completion, he/she will refund to the City all monies paid by the City toward that course. If an employee is forced to withdraw due to job reasons, and with the Fire Chief's approval, no refund will be necessary.
- G. An employee who leaves the employment of the City before completion of the semester, and therefore does not complete the course(s) while working for the City, shall refund all monies paid him/her by the City for the course(s). No prorating will be permitted.
- H. Upon completion of each semester, the employee shall be responsible for reporting grades received to the Fire Chief for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon receipt of proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Section. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City Warrant.

Tuition reimbursement shall not be allowed for internship courses or independent study courses where course work requirements are considered solely a continuing condition of employment.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary actions.

Section 11.2. LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than the cost for the same

level of course (i.e., undergraduate, and graduate) as charged by a school in the California State University system.

An employee may request reimbursement for general tuition for a degree program in lieu of reimbursement for an individual course. In such case the amount of tuition reimbursement shall not exceed the cost of general tuition for a California State resident in a school in the California State University system under the same semester periods as the degree program requested.

In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed the amount of general tuition in a school in the California State University system for two (2) semesters or three (3) quarters.

All reimbursements shall be approved based on the availability of funds budgeted for that purpose during any given fiscal year. Availability of funds shall be determined by the City Manager

Section 11.3. EDUCATION INCENTIVE PLAN. The Education Incentive Plan program has been accepted and the following program will be as set forth herein for additions to salary for all covered:

A. INCREMENTS:

1. Increment #1 - To be eligible, personnel must have two (2) years of fire service in the City's Fire Department and have a Fire Science Certificate or a minimum of twenty-seven (27) units in fire science related fields as determined by the Fire Chief.
2. Increment #2 - To be eligible, personnel must have completed three (3) years of fire service in the City's Fire Department and obtained an Associate of Science degree with a major in Fire Science as determined by the Fire Chief.
3. Increment #3 - To be eligible, personnel must have completed three (3) years of fire service in the City's Fire Department, have an Associate of science degree with a major in Fire Science, and have completed one (1) of the following:
 - (a) Completion of a junior year towards a Baccalaureate degree in Fire Science, Fire Management or other closely related course work at an accredited college; or

(b) Completion of the State of California Certificated Fire Officer program as recognized by the California State Board of Fire Services.

4. Increment #4 - To be eligible, personnel must have completed four (4) years of service in the City's Fire Department and possess a Baccalaureate degree in Fire Science, Fire Management or other closely related course work as determined by the Fire Chief.

B. MONTHLY INCREMENT AMOUNTS:

Increment #1	\$ 70.00
Increment #2	\$140.00
Increment #3	\$210.00
Increment #4	\$280.00

Section 11.4. GRANDFATHER CLAUSE. Personnel who have qualified for and are being paid increments pursuant to previous requirements shall continue to receive the increment for which they previously qualified. However, in order to qualify for additional increments, they must meet the current qualifications.

ARTICLE XII

TRAVEL ALLOWANCE

Section 12.1. AUTOMOBILE ALLOWANCE. Expense claims for the use of private automobiles must be submitted to the City Manager via the Finance Officer. Such use, if approved will be reimbursed at the rate established by the Internal Revenue Services, making unnecessary the IRS form 1099 reporting on mileage.

ARTICLE XIII

VACATION BENEFIT

Section 13.1. INCREMENTS OF ACCRUAL AND USE

- A. Accrual Increments. All increments for accrual and use of vacation leave time shall be in hours or portions thereof.
- B. Vacation Accrual. Each permanent, full-time and probationary employee shall accrue vacation leave in accordance with the following formula:

- (1) 13.0 hours for each month during the first (1st) through fifth (5th) year of employment (156.0 hours annually).
- (2) 15.0 hours for each month during the sixth (6th) and seventh (7th) year of employment (180.0 hours annually).
- (3) 17.0 hours for each month during the eighth (8th) and ninth (9th) year of employment (204.0 hours annually).
- (4) 19.0 hours for each month during the tenth (10th) through the fifteenth (15th) year of employment (240.0 hours annually).
- (5) 21 hours for each month during the sixteenth (16th) year through the nineteenth (19th) year of employment (252 hours annually).
- (6) 23.0 hours for each month beginning with the twentieth (20th) year of employment (276.0 hours annually).
- (7) 25.0 hours for each month beginning with the twenty-sixth (26th) and subsequent years of employment (300.0 hours annually).

Vacation leave shall be deemed as having been accrued by the employee per pay period. Accrual at the next highest incremental rate shall begin the next pay period following the employee's anniversary date of original employment with the City, regardless of any promotions or demotions.

C. Maximum Vacation Accrual. An employee's available vacation hours shall not exceed the following maximum amounts at any given time:

- (1) 336.00 hours in the first (1st) through fifth (5th) year of employment.
- (2) 384.00 hours in the sixth (6th) and seventh (7th) year of employment.
- (3) 432.00 hours in the eighth (8th) and ninth (9th) year of employment.
- (4) 480.00 hours in the tenth (10th) through fifteenth (15th) year of employment.
- (5) 528.00 hours in the sixteenth (16th) through nineteenth (19th) year of employment.

- (6) 576.00 hours for the twentieth (20th) and subsequent years of employment.
- (7) 624.00 hours for the twenty-sixth (26th) and subsequent years of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximums established herein if special circumstances, as determined by the City Manager, so warrant. The City Manager may approve a lump sum payment for vacation leave, so long as a balance of seventy-two (72) hours remains available for use as vacation.

No accumulation of vacation leave may be made beyond the limits prescribed except as described above.

Section 13.2. USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval by the department head who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of twelve (12) hour increments.

An employee shall not be eligible to utilize accrued vacation during the first twelve (12) months of initial full-time employment. While in a probationary period following a promotion, the probationary period will be extended an equivalent time to the time spent on vacation.

Section 13.3. VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 13.1.C. of this Article. Payment shall be at the same hourly rate as was authorized for the employee at the time of submittal of termination notice.

Employees dismissed by the City prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the same hourly rate as was authorized for the initial employment. There shall be no prorating of vacation time.

Employees voluntarily resigning from City service prior to the completion of their initial hire probationary period or six (6) months, whichever is sooner, shall be entitled to

payment of accrued vacation leave to the effective date of resignation. There shall be no prorating of vacation time.

When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Administrative Services Officer. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

All payments for accrued vacation leave shall be made at the time of the next regular pay period following the final date of employment with the City.

Section 13.4. ELIGIBILITY. All permanent employees who have successfully completed their initial hire probationary period shall be eligible for paid vacation leave after twelve (12) months of employment, based on the standard vacation accrual formula described in Section 13.1.B. of this Article. If the initial hire probationary period is greater than twelve (12) months, the employee shall be eligible for paid vacation leave after twelve (12) months of employment.

No part-time, provisional, or temporary employees shall be eligible for any vacation accrual.

ARTICLE XIV

HOLIDAY BENEFIT

Section 14.1. HOLIDAY DATES. Fire Department employees shall have the following legal holidays, or one hundred forty-four (144) hours (six [6] shifts) in accordance with this Article:

New Year's Day
President's Day
Memorial Day
Fourth of July
Thanksgiving Day
Christmas Day

Section 14.2. HOLIDAYS WORKED. Employees working on holidays shall receive holiday pay, or time off, plus the employee's regular straight time hourly pay for all hours worked, at the employee's discretion, equivalent to the number of hours worked on the holiday. Employees shall receive no other compensation for working on a

holiday, unless overtime is worked by an employee in which event it shall be paid in accordance with the overtime provisions contained herein.

Section 14.3. HOLIDAY ON VACATION DAY. Should one of the holidays listed above fall during an employee's vacation period, or while an employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accumulated vacation.

Section 14.4. HOLIDAY CASH OUT. Holiday time shall be paid out annually in July of each year at the June 30th rate at which the Holiday time was accrued.

ARTICLE XV

LEAVES OF ABSENCE

Section 15.1. AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon recommendation from the department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Memorandum of Understanding. The City shall not be eligible to accumulate or receive benefits except as specifically provided for in this Memorandum of Understanding. The City shall contribute to an employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of an employee's authorized leave of absence. Thereafter, the City shall not have any obligation to contribute to an employee's medical health plan, dental and visual insurance plan or life insurance plan until the employee is reinstated in a permanent position. Vacation leave shall not be accrued beyond the first thirty (30) calendar days of an absence without pay.

Section 15.2. EXTENDED LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 15.1 of this Article shall apply to extended leaves of absence, unless specifically authorized otherwise by the City Council.

Section 15.3. MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning date of such leave.

Section 15.4. SICK LEAVE. Sick leave shall be utilized solely for illness or medical appointment of an affected employee or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, stepparent, stepbrother, or stepsister.

Each affected employee shall be allowed to accrue up to a maximum of three hundred and forty (340) hours. Upon reaching the maximum accrual allowed, the employee shall cease to accrue sick leave time until such time as the total accrued hours is less than the maximum permitted, at which time the hours shall accrue in the amount stated herein up to the maximum permitted.

An employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

Newly hired employees shall receive seventy-two (72) hours of sick leave time on the date of initial hire as an advance for accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of employment.

Employees leaving the employment with the City for any reason other than a retirement separation, who have received an advance for accruals of sick leave time and who have used said sick leave time at a rate greater than twelve (12) hours of sick leave

time off for each month of actual employment during the six (6) month period of the advance, shall have the amount of sick leave time off used in excess of twelve (12) hours per month deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time separation.

No portion of this Section shall be deemed to prevent an employee from utilizing other accrued leave time for the purpose of medical or sick leave.

Employees covered by this Memorandum of Understanding shall have sick leave balances in excess of 260 hours contributed pre-tax at a rate of \$.50 on the dollar at their regular hourly rate of pay to the Retiree Health Savings plan set up for each individual employee by the City. Employees must maintain a minimum of 260 hours of sick leave in order to be compensated. Accruals will be based on balances as of June 30th of each year covered by the Memorandum of Understanding.

If an RHS plan is not available for the employee or any IRS tax laws conflict, the employee will be cashed out at \$.50 on the dollar.

Employee shall have no vested rights in the accrued sick leave time upon termination with the City.

Section 15.5. BEREAVEMENT LEAVE. Effective on July 1, 1989, the death of a member of an affected employee's immediate family; meaning spouse, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, great grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, or other relative living in the same household, the employee shall be granted bereavement leave as follows:

- A. If the death occurred within a two hundred (200) mile radius of the City of San Marino, the employee shall be granted up to two (2) shifts bereavement leave.
- B. If the death occurred outside a two hundred (200) miles radius of the City of San Marino, the employee shall be granted up to three (3) shifts bereavement leave.

Section 15.6 JURY DUTY. Every permanent employee covered under this agreement who is called or required to serve as a trial juror shall be entitled to be absent with full pay from duties not to exceed 40 hours of actual jury service in court within a three year period. The employee shall provide evidence of jury duty notification to management within four days of receipt, but no less than one week prior to reporting for jury duty. Additionally, the employee shall provide evidence of actual hours of jury duty service in order to be eligible for compensation. For the purpose of this section, full pay shall be

the employee's base salary exclusive of premium pay or overtime. Jury duty hours shall not be counted as hours worked pursuant to FLSA.

Section 15.7 FAMILY CARE AND MEDICAL LEAVE. Under federal and state law, the City is required to provide up to 12 weeks of job-protected, leave, paid or unpaid, for medical reasons with continued healthcare benefits under the same terms and conditions as when the employee is working, for the birth or adoption of a child; and for the care of a child, spouse, or parent who has a serious health condition. The following provisions set forth unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code § 12945.2). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

The City will grant FMLA/CFRA to all employees who request leave under FMLA/CFRA. Whenever FMLA is requested by an employee it will run concurrently with CFRA (where applicable).

An employee must be employed with the City for at least 12 months and worked at least 1,250 hours during the 12 months. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the last date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

If a member requests leave for any reason permitted under the law, he/she must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

Member must fill out the following applicable forms in connection with leave under this Article:

1. Employee must provide at least 30 day's written notice, when possible, by filling out a "Request for Family or Medical Leave Form" prepared by the City to be eligible for leave;

2. Medical certification - either for the member's own serious health condition or for the serious health condition of a child, parent or spouse;
3. Authorization for payroll deductions for benefit plan coverage continuation; and
4. Fitness for duty to return from leave form.

ARTICLE XVI

INSURANCE AND RELATED FLEXIBLE BENEFITS

Section 16.1. FLEXIBLE MEDICAL BENEFITS. Effective February 1, 2009 the City of San Marino shall commence participation in the Public Employees' Medical and Hospital Care Act, Government Code Sections 22750 et. Seq. The employer contribution for annuitants shall at all times equal employer contribution paid for active employees. Medical benefits shall be under the P.E.R.S. medical program.

Section 16.2. OTHER HEALTH BENEFITS. The City shall make available to current employees group dental, vision and life insurance and long term disability insurance programs, for as long as employee participation permits such programs to be provided. Employees may join or remove themselves or their dependents from participation in any program once annually. The City shall notify employees of the join/remove period by providing a notice with payroll at least three (3) weeks prior to the time period.

The City shall permit a payroll deduction for Myers-Stevens Life Insurance as long as at least ten (10) Fire Department members maintain coverage.

Section 16.3. EMPLOYEE PARTICIPATION. All employees shall be covered under the P.E.R.S. medical program, except as provided for herein. The employee may select from the P.E.R.S. plans which health program is best for the employee's family once annually. Employees may modify their dependent medical coverage under the P.E.R.S. health plan as permitted by the insurance company. Should the program cost more than the City's contribution provided in this Article, the City shall deduct the additional funds from the employee's paycheck to pay the difference.

Should the employee select a program which is less than the City's current contribution, employees hired prior to January 1, 2013, may place the difference in a deferred compensation plan provided by the City for each dollar remaining or the difference may be taken as cash (less applicable taxes). Said cash out, shall not be compensable to

CalPERS as salary pursuant to California Code of Regulations, Chapter 2, Article 5, Section 572 (2CCR571).

If an employee is able to provide proof of coverage under a spouse's or other health insurance plan, the employee need not obtain health insurance under the City's provided P.E.R.S. medical program. All employees electing not to participate in the City's P.E.R.S. medical program shall be required to:

1. Submit adequate written proof of medical coverage;
2. Provide the City with no less than thirty (30) days written notice before any such medical coverage is canceled; and
3. Execute a liability and hold harmless release form removing the City from all liability resulting from medical coverage or the lack thereof.

Section 16.04. CITY CONTRIBUTION. The City's contribution is established at two-hundred dollars (\$200.00) per month per annuitant and active employee. This monthly contribution shall only increase as required by the Board of Administration of the Public Employees' Retirement System or the State Legislation, as set forth in Government Code Section 22892.

Beginning January 1, 2013, the City of San Marino will establish a flexible floating fringe benefit pool ("FFBP") for currently active employees. This "FFBP" shall not be used by any current annuitants or future annuitants. The purpose of the "FFBP" is to provide currently active employees with additional health insurance, life insurance, vision insurance and dental insurance. The City of San Marino shall contribute a flat rate of eight hundred dollars) (\$800.00) per month on behalf of each currently active employee to the "FFBP". This rate shall remain unchanged unless agreement is reached through the meet and confer process.

In the event that the "FFBP" fails to cover the actual costs of the additional health insurance, life insurance, vision insurance, and dental insurance, the individual employee shall pay the difference. Employees hired on or after January 1, 2013, shall forfeit any unused balance to the City including the amount provided for medical benefits.

Section 16.5. RETIREE PARTICIPATION. Retirees, who have retired under a P.E.R.S. retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the P.E.R.S. medical program, the dental program and the vision plan provided by the City for current employees as provided in this Article.

Retirees and their dependents shall be eligible to remain in the P.E.R.S. medical program for as long as they shall meet the requirements of said program. Retirees shall be eligible to participate in the other health programs provided for herein until they reach the age of sixty-five (65). Retirees may carry dependent coverage under the health programs (other than P.E.R.S. medical) provided for herein until the dependent reaches the age of sixty-five (65).

Retirees shall be provided \$200 per month to be used for payment toward the medical and health benefits contained herein. If a retiree selects a program(s) in excess of the amount provided by the City, the Retiree shall be responsible for paying the balance due. Should the retiree select a program(s) costing less than the amount provided by the City, the employee shall have no rights to the balance available.

Each August 1st thereafter, the City shall increase the contribution available to retirees by the amount required by the P.E.R.S. medical program.

Section 16.6. LONG TERM DISABILITY INSURANCE. The City shall provide a Long Term Disability (LTD) insurance program for affected employees. The cost for said LTD insurance shall be paid by the employee through payroll deduction.

The Long Term Disability program shall be with a thirty (30) day elimination period; with sixty six and two-thirds percent (66-2/3) of salary benefits; and with coverage as provided for under the Harry J. Wilson, Insurance Center Inc. Program.

All affected employees shall be required to participate in the Long Term Disability insurance program.

ARTICLE XVII

RETIREMENT BENEFIT

Section 17.1. P.E.R.S. MEMBERSHIP. The City is a contract member of the Public Employees' Retirement System. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The City shall pay on behalf of each affected employee that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 9% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000 et. seq (Tier 1). The City will report these payments as being those of the affected employees so that they will be credited to the particular employee's individual account with P.E.R.S. The City shall provide

employees covered under this agreement with that certain retirement option program commonly referred to as "1959 Survivor Benefit, Fourth Level" based on the schedule of benefits as set forth in the California Public Employees Retirement System (PERS) Section 21382.4 of the California Government Code. Each employee will contribute ninety-three cents (\$.93) per pay period. The City will contribute a \$4.00 premium rate. Any future increase in premium rates will be borne by the employee.

Section 17.2. RETIREMENT PLAN. The City's retirement plan for Tier I is three percent (3%) at 50 formula for employees hired prior to July 1, 2006; and Tier II, three percent (3%) at 55 formula for employees hired after July 1, 2006 and before January 1, 2013, based upon the "single highest year." Beginning January 1, 2013; in accordance with AB 340 all new hires/members retirement formula will be 2% @ 57 with the "three year average" for final compensation provision (Tier III), and all new hires/members will pay the employee's 50% of the total normal costs of PERS contribution rate effective upon their hiring date.

On March 1, 2013, For Tiers I and II, the City shall pay on behalf of each affected employee that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 6% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq. The affected employee shall pay a retirement contribution to P.E.R.S., not to exceed 3% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq.

On the first pay period beginning after July 1, 2013, for Tiers I and II, the City shall pay on behalf of each affected employee that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 3% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq. The affected employee shall pay a retirement contribution to P.E.R.S., not to exceed 6% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq.

On the first pay period beginning after July 1, 2014, for Tiers I and II, the affected employee shall pay that portion of the employees' share of the required retirement contribution to P.E.R.S., not to exceed 9% of the employee's base compensation as defined by the Public Employees Retirement Law, Government Code Section 20000, et. seq.

ARTICLE XVIII

LAYOFF PROCEDURE

Section 18.1. NEED FOR LAYOFF. Whenever it becomes necessary, in the opinion of the City Council, to abolish a position or to reduce the number of employees in a given classification in the classified service, the City Council may do so by stating in its proceedings its reasons therefore. However, no permanent full-time employee shall be separated from any department while there are emergency, seasonal, probationary, part-time or temporary employees serving in the same classification of positions in the City.

Section 18.2. ORDER OF SEPARATION. In each classification in which there is to be a layoff, employees shall be separated from employment according to his/her seniority within service. In case of the same hiring date, seniority shall be based upon hiring order.

Section 18.3. BUMPING RIGHTS. The employee laid off shall be entitled to be displaced to a position in a classification in which he/she formerly held a permanent appointment, and in which there is an employee with less seniority in service; and if physically and mentally able to perform duties of the former classification. Any employee so displaced shall be considered as laid off for the same reason as the person who displaced him/her; and shall in the same manner be eligible to displace to a position and classification in which he/she formerly held a permanent position and accrued seniority status. In cases of equal seniority, the aforementioned criteria shall prevail.

Section 18.4. WRITTEN NOTICE OF LAYOFF / REEMPLOYMENT RIGHTS. The employee laid off shall be given written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff and shall be informed of their reemployment status in writing.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be based on: last employee laid off is the first employee on the list, with other employees eligible in sequential order thereafter. Such list shall be used by the appointing officer when a vacancy for that class is to be filled before certification. Said reemployment list shall exist for one year.

Section 18.5. REAPPOINTMENT. The appointing officer shall reinstate the former employee to the highest available position in the layoff reemployment list, if any.

Section 18.6. RE-EMPLOYMENT PROCEDURE. The names of all permanent and nonpermanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff reemployment list according to the date of separation and shall be eligible for reemployment. Such reemployment list shall be based on: last employee laid off is the first employee on the list and first to be reemployed, with other employees being eligible in sequential order thereafter. Said list shall exist for one year and shall have preference over all other employment lists.

ARTICLE XIX

CONDITIONS OF CONTINUED EMPLOYMENT

Section 19.1. EMT-LICENSE. All firefighters/Paramedics shall possess and maintain a valid California Paramedic (EMT-P) license and accreditation to practice in Los Angeles County, to include attending all required training and continued education.

Section 19.2. EMT-LICENSE. All covered employees who are not licensed and accredited as a Paramedic shall maintain an Emergency Medical Technician-1 (EMT-1) certificate valid in Los Angeles County, to include attending all required training and continued education.

Section 19.3 COMMERCIAL DRIVER'S LICENSE. All covered employees shall maintain a valid California Class C Driver's License. Engineers shall maintain a valid California Class B Commercial Driver's License.

ARTICLE XX

SCOPE OF MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding shall supersede all prior contract and memorandums of contract, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral and written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

ARTICLE XXI

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Memorandum of Understanding will be reinstated immediately. The Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE XXII

SEPARABILITY PROVISION

Should any provisions of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE XXIII


TERM OF MEMORANDUM OF UNDERSTANDING

During the term of this Memorandum of Understanding, the City has the exclusive and sole right to re-open the Memorandum of Understanding on the subject of Personnel Rules. The City agrees to meet and confer in good faith on the subject of Personnel Rules. The failure of the parties to reach mutual agreement shall not preclude the City from unilateral Implementation of the Personnel Rules. The failure to reach mutual agreement is not subject to the impasse procedure; the Memorandum of Understanding grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

The term of this Memorandum of Understanding shall commence upon San Marino Firefighters Association ratification and adoption by the City Council, and shall continue in full force and effect until June 30, 2015.

CITY OF SAN MARINO

FIREFIGHTERS ASSOCIATION

By 
John Schaefer, City Manager

By 
Nathaniel Foth, President

By 
James Frawley, Fire Chief

By 
, Vice President

EXHIBIT "A"

WAGE BENEFIT SCHEDULE

The Firefighter/Paramedic classification salary reflects a 10% supplemental pay pursuant to Section 10.4 of the Memorandum of Understanding.

New employees will be eligible for their first step increase after six (6) months of employment. Service or Merit increases will require evaluation, recommendation by the Fire Chief, and approval by the City Manager.

EFFECTIVE THE FIRST PAY PERIOD AFTER MARCH 1, 2013

The schedule reflects a cost of living increase of 2%:

Step	A	B	C	D	E
Firefighter	5,765	6,036	6,317	6,615	6,928
FF/Paramedic	6,341	6,639	6,948	7,277	7,620
Engineer	6,503	6,805	7,129	7,465	7,844

EFFECTIVE FIRST PAY PERIOD AFTER JULY 1, 2013

The schedule reflects a cost of living increase of 4%:

Step	A	B	C	D	E
Firefighter	5,995	6,277	6,569	6,880	7,205
FF/Paramedic	6,595	6,905	7,226	7,568	7,925
Engineer	6,763	7,078	7,414	7,764	8,158

EFFECTIVE THE FIRST PAY PERIOD AFTER JULY 1, 2014

The schedule reflects a cost of living increase of 4.5%:

Step	A	B	C	D	E
Firefighter	6,265	6,560	6,865	7,189	7,529
FF/Paramedic	6,892	7,215	7,551	7,908	8,282
Engineer	7,067	7,396	7,748	8,113	8,525

Merit increases are based on the following table for all employees hired after Effective January 18, 2009:

Step A	-	for first six (6) months of employment.
Step B (*)	-	eligible after six (6) months of employment.
Step C (**)	-	eligible after eighteen (18) months of employment.
Step D (**)	-	eligible after thirty (30) months of employment.
Step E (**)	-	eligible after forty-two (42) months of employment.

(*) Based on initial six (6) months of probation.

(**) Based on merit recommended by Fire Chief and subject to the approval of the City Manager.

Note: The Firefighter/Paramedic classification salary reflects a 10% supplemental pay pursuant to Section 9.4 of the Memorandum of Understanding.