

CONTRACT NO.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA MONICA, CALIFORNIA  
AND  
SANTA MONICA FIREFIGHTERS  
LOCAL 1109 IAFF  
2020-2023**

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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” or “Agreement”) is made and entered into by and between the City of Santa Monica (the "City") and the Santa Monica Firefighters Local 1109 ("Local 1109"), in accordance with Government Code Section 3500 et seq. This MOU covers the employees occupying the job classifications listed in Section 1.04 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 that may arise under this MOU; and to set forth the full agreement 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 MOU is effective as of July 1, 2020, and remains in full force and effect until June 30, 2023.

During the term of this Agreement, upon request from Local 1109 during the time period specified below, the parties shall meet and confer in good faith regarding the wages, hours and other terms and conditions of employment within the lawful scope of representation of Local 1109. If Local 1109 exercises this re-opener option, then either party may propose changes to the wages, hours and other terms and conditions of employment within the lawful scope of representation of Local 1109. Local 1109 must notify the City of its intent to exercise this option no earlier than March 1, 2022, and no later than March 15, 2022. Negotiations resulting from Local 1109’s exercise of the re-opener option shall commence no earlier than March 30, 2022, unless both parties agree to an earlier date.

This Agreement will be renewed on a year-to-year basis thereafter unless either party provides written notification to the other by March 1st of the desire to terminate or modify this Agreement. Both parties agree to make every effort to schedule the first meeting no later than April 1st, with a signed contract desired by July 1st.

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 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 as the Recognized Employee Organization for the Unit of Representation consisting of employees in the following job classifications:

- Battalion Chief
- Fire Captain
- Fire Engineer
- Firefighter
- Firefighter-Paramedic
- Fire Marshal
- Assistant Fire Marshal\*
- Senior Fire Inspector
- Fire Inspector

\*Upon the next Assistant Fire Marshal vacancy, the City may eliminate one budgeted Assistant Fire Marshal position.

Except as previously agreed by the parties, no position currently occupied by an employee who is a sworn member of the safety retirement system shall be filled by an employee who is not a sworn member of the safety retirement system unless the parties mutually agree otherwise. Furthermore, for the term of this Agreement, 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 Local 1109 as the Recognized Employee Organization shall be in accordance with the applicable 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. 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:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted.
- E. Determine the overall mission of the unit of government.
- F. Maintain and improve the efficiency and effectiveness of government operations.
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.
- H. 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

- A. It is mutually understood that during the term of the agreement, none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow down, sit down, stay away, or any other form of interference with or limitation of the peaceful performance of City services. In the event of any such action, the City may take disciplinary action and has available to it any and all remedies provided by law.
- B. The City agrees not to lock out employees represented by Local 1109.
- C. Both parties agree to exercise good faith in complying with the terms and conditions of this MOU.

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.

If any change is 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 not to make any changes 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 and Non-Discrimination

Local 1109 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. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a position in the classified service of the City, either by

original employment, re-employment or promotion. The Date of Entrance Anniversary for employees with broken service shall be the date on which the last unbroken service was effective.

- B. The Fair Labor Standards Act (FLSA) "Work Period" for Fire Suppression employees means a recurring 24-day period, the first of which commenced on June 21, 2020.
- C. The Fair Labor Standards Act (FLSA) "Work Period" for employees assigned to a 40-hour per week work schedule means seven consecutive calendar days.
- D. "Hours of Work" means the established hours of work as outlined below:
  - (1) Employees assigned to Fire Suppression shall work 24-hour shifts, and an annual average of 56 hours a week, based on a 24-day work period.
  - (2) Employees 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" his or her schedule to accommodate the immediate operational needs of the department without advance approval by the immediate supervisor.
- E. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- F. "Salary Range" means the five-step (1 through 5) hourly or bi-weekly pay scale (and the biweekly equivalent) assigned to each job classification.
- G. "Salary Range Steps 1 through 5" for each job classification means and is established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar, with attainment based upon the following lengths 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



- H. "Satisfactory Service" means the attainment of an Overall Performance Rating of not less than "Meets Overall Standards" on the employee's most recent performance evaluation.
- I. "Pay Status" includes regularly assigned work hours actually performed. In addition, pay status specifically includes pay for time not worked such as sick leave, bereavement leave, vacation, holidays, compensatory time off, jury duty, workers' compensation leave, and military leave.
- J. "Prevention", when added to a job classification, means that the employee is regularly assigned to a 40-hour per week schedule.
- K. "Suppression", when added to a job classification, means that the employee is regularly assigned to an average 56-hour per week work schedule.
- L. "Working Day" means 12 hours for Fire Suppression and 8 hours for administrative or Prevention employees. This definition applies to accrual of benefits only.

1.11. Overpayment Remedy

Permanent employees shall reimburse the City for any overpayment of wages or benefits. The reimbursement is not 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 is 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 leave the service of the City, 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 are effective on the actual effective date of the action. All other salary and related benefit changes are effective on the first day of the pay period closest to the actual effective date of the action.

### 2.02. Salaries

A. Base salaries of all represented employees shall be reduced according to following:

(1) Effective September 13, 2020, the base salaries of all represented employees shall be reduced by 2.5%. This reduction shall automatically expire on June 30, 2021.

(2) Effective July 1, 2021, following the expiration of the salary reduction set forth in subparagraph 1) above, the base salaries of all represented employees shall be reduced by 1% of the base salaries in effect as of June 30, 2020. This reduction shall automatically expire on June 30, 2022.

(3) Effective as of July 1, 2022, following the expiration of the salary reduction set forth in subparagraph 2) above, the base salaries of all represented employees shall revert to the base salaries that were in effect as of June 30, 2020.

B. The City shall maintain the following differentials between the ranks. The differentials are based on the top step salary established for each job classification and the EMT bonus that all employees 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-Suppression

(3) 20.64% differential between Fire Captain-Suppression and Battalion Chief-Suppression. Pursuant to subsection D below, effective August 1, 2017, the differential shall be increased to 25.25%

C. The City shall maintain the following base salary differentials between the following job classifications:

(1) 10% differential between Fire Captain-Prevention and Fire Captain-Suppression

- (2) 2.36% differential between Assistant Fire Marshal and Fire Captain-Prevention
  - (3) 12.05% differential between Battalion Chief- – Prevention and Battalion Chief-Suppression
  - (4) 12.05% differential between Fire Marshal and Battalion Chief- Suppression
  - (5) 12.06% differential between the Senior Fire Inspector and the Fire Inspector
- D. 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 Fire Marshal will be aligned to the Battalion Chief-Prevention.
- E.

### 2.03. Work Hours and Overtime

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

- A. All employees assigned to administrative (40-hour work week) positions are 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 40 hours per week. All employees assigned to Fire Suppression positions are 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 182 hours in a 24-day work period established pursuant to section 7(k) of the FLSA. For the hours between 182 and 192 (for those assigned eight shifts)) in the 24-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 bi-weekly 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.
- B. 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.

- C. An employee called out other than during his/her regular working hours for emergency work shall be credited with four 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 vehicle, who shall be credited with two hours worked or actual hours worked, whichever is greater.
- D. An employee called out other than during his/her regular work hours for non-emergency work shall be credited with three hours worked or actual hours worked, whichever is greater.
- E. 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.
- F. A Battalion Chief 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 is not 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 144 hours of compensatory time-off at one time. An employee regularly assigned to an administrative (40-hour work week) position cannot accrue more than 72 hours of compensatory time-off at one time. 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.
- G. If an employee who is not regularly assigned to fire suppression duties works overtime in a fire suppression capacity, that employee has the option of receiving one-third of the entitled overtime compensation in cash or compensatory time off. The remaining two-thirds of the entitled overtime compensation shall be compensated in cash.
- H. Limit on hours worked

Except in cases of emergency or when approved by the Fire Chief or Deputy Fire Chief, no sworn firefighting employee will be allowed to work more than 120 consecutive hours.

#### 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 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 two 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 and Exchange of Time

- A. There is no limit on exchange, accrued or compensatory time off except as specified in Section 2.03 of this Agreement.
- B. Employees wishing to use accrued compensatory time off do not need to provide a replacement name. However, if no names are available on the overtime list, a name must be provided by the employee requesting the 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 accrued compensatory 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 Subsection 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 that the employee is entitled to and elects to receive for that same fiscal year.
- E. Requests for accrued compensatory time off are 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 5% of base salary.
- B. The rank and file Fire Captain assigned to the 40-hour work week, as a Paramedic Coordinator, Training Captain, Vehicle Maintenance Captain or Administrative Captain shall receive a bonus of 12% of base salary. However, the Fire Captain is not 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 40-hour work week, shall receive a bonus of 12% of base salary. 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 the 40-hour work week of less than two pay periods does 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 is 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.

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 bi-weekly basis, as follows:
  - (1) 16% of the bi-weekly step 5 Firefighter salary. The 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) for two 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 is not 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 are 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, are not 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. The City has established the classification of Firefighter-Paramedic. The top step salary of that classification includes the paramedic bonus of 16% of top step Firefighter which will be incorporated into base salary.
- D. All Firefighters, as of the effective date of this agreement, who have a current paramedic license and are receiving the paramedic bonus will automatically be reclassified into the Firefighter-Paramedic classification.

- (1) Upon promotion, those Firefighter-Paramedics who have been "grandfathered" will receive the 16% of top step Firefighter bonus in addition to their base salary provided they continue to be certified.

- E. The City agrees to continue to pay 16% of top step Firefighter and "grandfather" all those existing employees who currently earn a paramedic bonus and those existing employees who are in or scheduled to go to school to become Paramedics. A list of grandfathered employees will be maintained in a Side Letter Agreement. A copy of the Side Letter Agreement shall be placed in each affected employees' personnel file and maintained in the Santa Monica Fire Department.
- F. Upon promotion from the Firefighter-Paramedic classification, those existing employees who have not been grandfathered as described above and future employees will instead earn a paramedic bonus of 8% of their own base salary provided they continue to have a valid paramedic license.
- G. In the event an employee who is earning the 8% paramedic bonus is continually assigned to work as a paramedic for more than two pay periods, that employee will instead be entitled to a bonus of 16% of top step Firefighter in accordance with Section 5.05. This bonus will commence at

the beginning of the third pay period if the employee continues to be assigned as a paramedic.

H. 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 employee who holds a current EMT-1F.S. certificate or Los Angeles County Paramedic certification and has 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, is eligible to receive a bonus equal to 6.75% of salary Step 5 of a Firefighter. This section does not apply to employees in the job classification of Fire Marshal or Battalion Chief. In order to maintain this benefit, the employee must maintain a current certification through the term of this Agreement.

2.10. Promotional Pay Rate

If an employee 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 that provides a minimum five (5%) percent salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. If the promotion is to a supervisory position, the employee promoted shall receive not less than the next higher salary rate that provides a minimum five (5%) percent salary increase above the highest salary rate being paid to a direct subordinate, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. In addition, the Fire Chief will consider non-discretionary assignment bonuses which the employee was receiving prior to the promotional classification when considering the promotional pay rate.

2.11. Temporary Upgrade Pay

The following terms apply when an employee is acting out of classification (e.g., Acting Battalion Chief, Acting Captain, Acting Engineer, Acting Fire Marshal, or Acting Assistant Fire Marshal):

- A. No employee may work in a lower classification (e.g., 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 employees at one time unless the City and Local 1109 mutually agree otherwise.



- C. No employee who is working overtime will be assigned to work out of classification, unless no other qualified employee has volunteered.
- D. Employees will be assigned to an acting position as follows:
  - (1) Employees on a current promotional list will be assigned to a position for which he/she is qualified (e.g., an employee on the Engineer's list is assigned to act as an Engineer).
  - (2) If more than one employee of a company is on a promotional list, they will alternate on a cycle basis.
  - (3) If no employees of a company are on a promotional list, the Battalion Chief and Fire Captain of each company shall select the employee most qualified to fill the position. An up-to-date list of acting employees shall be kept in the Battalion Chief's office and updated regularly.
- E. Employees assigned to work out of classification (i.e., 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 is directed to perform all the duties and assume all the responsibilities of Fire Chief for 14 or more consecutive work days, that employee shall be compensated at the lowest salary step of the Fire Chief classification that results in a salary increase of at least 5% 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 following criteria shall receive a bilingual skill pay of \$50 per month:

- A. The employee may 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. An employee must be certified as qualified through an examination administered by the Human Resources Department. The examination shall be job-related, as determined by the Human Resources Department.
- D. In order to retain the 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 annually recertified as qualified through examination administered by the Human Resources Department.

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

2.13. Hazardous Materials Response Team Bonus

- A. Except as provided below, employees who are assigned to the Hazardous Materials (“Haz Mat”) Response Team shall receive a bi-weekly assignment bonus of an amount equal to 4% of the top step firefighter base salary. The maximum number of operational Haz Mat Response Team positions necessary to maintain daily service levels shall be established in the Santa Monica Fire Department Administrative Manual. The City agrees to meet and confer in good faith with Local 1109 before implementing any changes to the maximum number of Haz Mat Response Team positions. Battalion Chiefs and the Fire Marshal are eligible to receive the Haz Mat bonus but do not impact the overall number of Haz Mat positions, as indicated in the Administrative Manual.
- B. In order to be eligible for assignment to the Haz Mat Response Team, employees 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, if an employee who is assigned to the Haz Mat Response Team fails to complete at least 12 months in that assignment, he/she must 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 employee 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 is not 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 who are assigned to the Urban Search & Rescue (USAR) Team shall receive a bi-weekly assignment bonus of an amount equal to 4% of the top step firefighter base salary. 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 before

implementing any changes to the maximum number of USAR Team positions bi-weekly. Battalion Chiefs and the Fire Marshal are eligible to receive the USAR bonus but do not impact the overall number of positions, as indicated in the Administrative Manual.

- B. In order to be eligible for assignment to the USAR Team, employees 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, if an employee who is assigned to the USAR Team fails to complete at least 12 months in that assignment, he/she must 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 employee 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 is not 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 as follows:

- A. An employee shall be paid an amount equal to 2.9% of salary Step 5 of a Firefighter per month as an educational incentive bonus for attaining:
  - (1) Certification by the California State Fire Marshal as a Company Officer; or
  - (2) 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 5% of salary Step 5 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 and at least 18 units in fire science.
- C. An employee shall be paid an amount equal to 4.7% of salary Step 5 of a Firefighter per month as an educational incentive bonus for the completion of satisfactory course work as follows:

- (1) Certification as a Company Officer plus completion of 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 years of service with the Santa Monica Fire Department.
- D. An employee shall be paid an amount equal to 5.4% of salary Step 5 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 Fire 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 8.6% of salary Step 5 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 and 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 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 qualifies for an educational incentive and, if the employee qualifies, the level of educational incentive to be received by that employee.

2.16. Longevity Compensation

Effective August 1, 2017, each employee shall receive additional bi-weekly compensation at the rates and for the service periods set forth in the following table:

<u>% Payment</u>	<u>Years of Continuous Service</u>
5% of base salary	Over 10 years to 20 years
10% of base salary	Over 20 years

For the purpose of this provision, service means service in any position and/or positions covered by this Agreement.

2.17. Y-rating

When a personnel action (e.g., demotion due to layoff or reclassification) results in the lowering of an employee's salary range, the employee's salary may be Y-rated. "Y-rated" means maintaining the employee's salary rate at the level effective the day preceding the effective date of the personnel action that placed the employee in a lower salary range. The employee's salary shall remain at the Y-rated 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 has the option to contribute, on a pre-tax basis, monies into an Internal Revenue Code Section 125 plan (1) to pay for IRS qualified health care costs which are the responsibility of the employee (i.e., a Flexible Benefit Plan), or (2) to 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 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 is entitled to a lump sum monthly cash payment of \$150, which shall be reported as taxable income.

Active employees 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.

The City's contribution shall equal 89% of the actual medical insurance premium for the coverage selected by the employee, 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 89% of any future premium increases that are 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 has 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.

With regard to the tax liability provision of the fourth, fifth, and eighth full paragraphs of this section, 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 that are not subject to either State or Federal income tax, and benefits that 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 (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. If the City determines that participation in the PEBT Kaiser plan is not in the best interest of the City 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 the change shall be at the beginning of the medical plan (i.e., calendar) year designated by the City.

The City has established a Post-Employment Health Plan (PEHP) for employees covered herein. Contributions to the plan shall be made by all Local 1109 employees through payroll deduction. Local 1109 shall notify the City, in writing, of the amount to be contributed by each Local 1109 employee into the PEHP. Employees are currently contributing 1.5% of top step Firefighter on a bi-weekly basis 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 participate in the City-offered dental insurance programs. The City retains the right to change the provider of this benefit.

**C. Vision Insurance**

The City agrees to provide vision care insurance, at no cost, to employees and their eligible dependents. The City retains the right to select the provider

and to set levels of coverage for the vision care insurance plan. The City also retains the right to change the provider of the 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.

E. Retiree Health Benefit Trust

Local 1109 established the Santa Monica Firefighters Association Health Benefit Trust ("Trust") for the administration of a retiree health benefit and for mandatory contributions on behalf of all employees in Local 1109, including employees previously in Local 1109 who have promoted to a higher classification that is outside Local 1109. The City does not participate in the administration of the Trust.

The City currently contributes \$150.69 per month on behalf of each eligible employee into a trust established and administered by Local 1109 in accordance with federal and state laws (the "Trust"). The Trust funds are used to reimburse all or part of the health insurance premiums for eligible retirees and dependents. Local 1109 is responsible for all costs associated with administering the trust. The City is not responsible for any tax liability associated with contributions to or payments made from the Trust. The bi-weekly 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 also applies on behalf of each eligible active employee represented by Local 1109 as determined by the Trust. Only those employees who have been a member of Local 1109 are eligible for participation in the Trust.

**Required Employee Contribution.** The City shall withhold a mandatory contribution of \$200 per month on a pre-tax basis from the pay of every active employee who is a member of Local 1109. This amount is in addition to the employer contribution amount provided in Section 3.01.A.. The Parties shall not allow an employee to opt out of the contributions, receive the contributions in salary or cash, or elect to contribute a different amount.

**Modification of Employee Contribution.** The City and Local 1109 agree that Local 1109 has the right, subject to approval of its members according to Local 1109's internal rules, to prospectively modify the amount of this required employee bi-weekly contribution, so long as the modification is mandatory for all employees covered by this Agreement. Local 1109 must notify the City in writing 15 days in advance of the effective date of any change to the amount of the required bi-weekly employee contribution.



Remittance of Contributions. The City shall transmit such contributions to the Trust for the duration of the MOU. Those contributions shall be remitted bi-weekly in one aggregate ACH transfer to the custodian of the Trust within 60 days of the date the payment would have been payable to the employee. In addition, the City shall submit a bi-weekly report of contributing employees, in the format requested by the Trust, to the Plan Administrator.

Purpose of Trust. The purpose of the Trust is to provide for retiree health expense reimbursement benefits. The Trust is and will remain separate and apart from any City health insurance funding program, unless changed by mutual agreement of the Parties. The City is not responsible for payment of benefits due from the Trust. The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust in regard to reporting and transfer of the required contributions set forth above.

### 3.02. Retirement

- A. Retirement benefits shall be provided pursuant to the City's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law ("PERL") (Gov. Code, § 20000 et seq.) and CalPERS regulations.
- B. Employees who are not "new members" as defined in Government Code Section 7522.04(f) (who have been determined by CalPERS to be "classic members") are provided the following retirement benefits:
  - (1) Safety 3% @ 55 retirement formula (Gov. Code, § 21363.1)
  - (2) Final Compensation Period – One Year (Gov. Code, § 20042)
  - (3) The City does not pay any portion of the required normal member contribution equal to 9% of pensionable income. The entire member contribution shall be paid by each affected employee.
  - (4) Employees shall pay to CalPERS pursuant to a cost-sharing arrangement, an amount equal to 6% of "compensation earnable" in accordance with Government Code Section 20516(f).
- C. Employees hired on or after January 1, 2013, who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522.04(f)), are provided the following retirement benefits:
  - (1) Safety 2.7% @ 57 retirement formula (Gov. Code, § 7522.25(d);
  - (2) Final Compensation Period – Three Years (Gov. Code, § 20037;

- (3) "New members" shall be required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. Should the total normal cost of the plan change by one percent or more from the base total normal cost established for the plan, the new member rate shall be 50% of the new normal cost rounded up to the next highest quarter percent.
- D. The City contracts for the following optional benefits, which apply to all employees:
- (1) 1959 Survivor Benefit Level 4 (Gov. Code, § 21574);
  - (2) Pre-Retirement Option 2W Death Benefit (Gov. Code, § 21548);
  - (3) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Gov. Code, § 21551);
  - (4) Post-Retirement Survivor Allowance (Gov. Code, §§ 21624, 21626, 216228);
  - (5) Post-Retirement Survivor Allowance to Continue After Remarriage (Gov. Code, § 21635);
  - (6) \$500 Retired Death Benefit (Gov. Code, § 21620);
  - (7) 2% Annual Cost of Living Allowance Increase (Gov. Code, § 21329);

The effective retirement date of an employee 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) 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 who has been found eligible for an industrial disability retirement. The amount of the advanced disability pension payment will be equal to 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 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 bi-weekly 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 shall be paid a uniform maintenance allowance of \$105 per month.

The City agrees to furnish required safety equipment, safety pants and safety boots, as needed. The employee has the option of receiving (1) two pairs of safety boots or (2) 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 two 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 pairs of pants to each new employee upon hire. In addition, if the City changes the uniform pant worn by sworn employees, the City will provide four 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

The Sick Leave Buy Back Program described below shall be suspended for the term of this Agreement.

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

#### A. Definitions

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

B. To be eligible to receive payoff, an employee must have a minimum Sick Leave Bank of 22 days.

C. An employee with the required Bank (and years of service as of the end of the Accrual Year) are 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	Days 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 is 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 is available only to those employees who are on the payroll on 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 (i.e., 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 are not eligible for payoff.
- H. It is hereby mutually agreed that the sick leave accrual rate is limited to one day per month of satisfactory service. This provision applies to all

employees regardless of whether an individual employee elects to receive payoff annually.

3.05. Deferred Compensation

It is hereby agreed that employees will be offered participation in the City's deferred compensation plan. Effective August 1, 2017, the City shall contribute to this Plan on behalf of each employee a bi-weekly amount of \$41.54.

3.06. Mileage Reimbursement

Reimbursement to employees 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. Employees who volunteer to work Fire Safety Officer assignments are entitled to receive overtime compensation for a minimum of four 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 receive 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 day (12 hours' pay) for each holiday, whether on-duty or off-duty, or shall be entitled to defer the 12-hour day for use at the employee's discretion, provided that (1) the 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 who hold an administrative (40-hour work week) position shall receive:

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-day immediately preceding Christmas  
25th of December - Christmas  
The half-day immediately preceding New Year's Day  
Two floating holidays (to be prorated at the rate of 1.67 hours per month)

Any employee who holds an administrative (40-hour work week) position who takes the holiday off with pay shall receive ten 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.

- A. Following completion of the first six months of continuous service, six days.
- B. Thereafter, up to and including five completed years of service, one day for each completed calendar month of service.
- C. Thereafter, up to and including ten completed years of service, 1.25 days for each completed calendar month of service.
- D. Thereafter, up to and including 15 years of service, 1.58 days for each completed calendar month of service.
- E. Thereafter, up to and including 20 years of service, 1.75 days for each completed calendar month of service.
- F. Upon completion of 20 years of service, 2 days for each completed calendar month of service.
- G. Each employee may accumulate vacation leave to a maximum of three times the employee's annual accrual rate.

#### 4.03. Sick Leave

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

Sick leave is 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 that 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 spouse, children, or other family members as provided under applicable law. For the purpose of this section, an employee's domestic partner and the children of the employee's domestic partner are covered by this provision.

On October 2, 2020, July 1, 2021, and July 1, 2022, each employee shall receive an additional 40 hours of sick leave. The additional 40 hours of sick leave each fiscal year shall cease to accrue as of June 30, 2023.

4.04. Leave of Absence Without Pay

- A. A leave of absence without pay is 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.
  
- B. An employee in a job classification that requires a Firefighter Endorsement, Class "B" Restricted, or higher, driver's license, and who has been convicted of a driving violation resulting in the suspension of his/her Firefighter Endorsement, Class "B" Restricted, or higher, driver's license, may be granted an unpaid leave of absence for up to one 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 record 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.

In lieu of an unpaid leave of absence, the employee also has the following option:

- 1. A Firefighter may elect to accept a voluntary salary reduction, without the right of appeal, to salary Step 1 of a Firefighter for a period not to exceed one 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 year.
  
- 3. A Fire Captain may elect to accept a voluntary salary reduction, without the right of appeal, to salary Step 1 of a Fire Captain for a period not to exceed one year. This option will only be granted with the understanding that Section 2.10, Promotional Pay Rate, does not



apply and subordinate employees under the Fire Captain's 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-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-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 has the option of (1) an unpaid leave of absence, or (2) a salary reduction, or voluntary transfer and salary reduction, a maximum of two times not to exceed an aggregate total of one year and 120 days during his/her tenure with the City. If the employee is convicted of another driving violation and has 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

When an employee is duly called to serve on any jury and is unable to be excused therefrom, the employee shall receive his/her regular base compensation less all jury fees received, excluding mileage for the time required to be spent in court, provided that the employee will be so paid for jury service only once every three years and will 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 and State law.

#### 4.07. Workers' Compensation Leave

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

4.08. Bereavement Leave

Bereavement leave of three 24-hour work shifts with pay for Fire Suppression employees and 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 the employee's: spouse, domestic partner, child, stepchild, domestic partner's child, brother, sister, parent, stepparent, stepbrother, stepsister, parent-in-law, son-in-law, daughter-in-law, grandparent and grandchild. Bereavement leave of not more than two 24-hour work shifts with pay for Fire Suppression employees and not more than 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 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 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-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 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 June 21, 2020, the City implemented , the “48/96” work schedule on a one-year trial basis.

### **5.02. Safety**

The City shall provide safe, clean, and healthy city facilities in accordance with applicable Federal, State, and local laws and regulations. Local 1109 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. The 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. The policy outlines the safety responsibilities of the City, City managers and supervisors, and City employees. Further, it is the obligation of employees to immediately report to his/her immediate supervisor any working condition that appears to be unsafe.

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

### **5.03. Constant Staffing**

The term "constant staffing" means the number of personnel assigned to a platoon. It is agreed that the current constant staffing program shall be a 35-person per shift minimum, including a Battalion Chief and a Hazardous Materials Fire Engineer. The City, in anticipation of vacancies, may hire three additional safety personnel to fill anticipated vacancies for a period not to exceed four months prior to such vacancy actually occurring, unless such time limit is specifically waived by Local 1109. If the City Council increases the number of budgeted full-time employees, the constant staffing number will also be increased to reflect the approved positions.

### **5.04. Mandatory Physical Fitness**

Fire Suppression employees are entitled to one and one-half hours per work day 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**

The Paramedic Work Assignment Selection Process shall be outlined in the Santa Monica Fire Department Administrative Manual. Any changes made to the

Paramedic Work Assignment Selection Process are subject to the provisions in Section 1.05 of this Agreement.

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 before implementing any changes to the minimum number of such assignments.

All paramedic work assignments for which a bonus has been budgeted shall be filled in accordance with Section 5.05. However, if there is an immediate organizational need for a paramedic, the Fire Chief can appoint any employee in the job classification of Firefighter who holds a current paramedic license and who has successfully passed probation.

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

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 in order to be eligible for a paramedic work assignment for which a bonus has been budgeted. Any training required for the employee to reactivate his/her paramedic license is 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, the 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 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 Administrative Manual. The employees are allowed to maintain their paramedic license, as set forth in Section 2.08.B.

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 employee, 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 employee. In no event, however, shall the salary rate exceed the maximum rate for that classification.

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 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 will remain in effect until the rating has been improved to at least a "MEETS OVERALL STANDARDS" level.

5.08. Washing Machines

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 the employee's tenure with the Santa Monica Fire Department as a condition of employment.

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

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single occupancy vehicle (SOV) driving, a parking cashout incentive shall be offered. Each

employee shall have the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation and forego receiving a card or other parking identification placard in exchange for a bi-weekly payment (cashout) in the amount of \$100. Employees will not be eligible for cashout if they drive alone (SOV) to work and park in an alternative location to their designated parking location.

In order to facilitate the need for parking cashout participants to drive to work and park occasionally, the City will provide a pay-per-use parking card (or other mechanism based on available technology) upon request by the employee to park in the Civic Center parking facility. The first five uses of the card per month will not be charged. Based on the number of times the employee drives to work alone (SOV) during the month, beginning with the sixth bi-weekly usage of the card, the employee will be charged \$10 per use to be deducted from the following month's cashout payment. Participants receiving the cashout who park in uncontrolled lots will receive a day pass to park when needed. For each day pass issued, beginning with the sixth use each month, the employee will be charged \$10 per use to be deducted from the following month's cashout payment.

The cashout for the upcoming month shall be paid in the first paycheck of the month and is currently taxable. If tax laws are modified to allow the cashout to be designated as pre-tax, the City will then provide the cashout as a pre-tax benefit. Employees receiving cashout may opt out of the program by notifying the program administrator and a parking card or identification placard shall be issued, which will be valid beginning the first day of the following month, and parking cashout will be cancelled.

This provision does not apply to employees who travel to and from work in a City provided vehicle on a regular basis.

This program will be implemented effective January 1, 2017.

The employees covered by this Agreement recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the City's Transportation Demand Management (TDM) Plan Ordinance. If members of the Bargaining Unit's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with Local 1109 before any employee(s) would be subject to such a charge.

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

The Hazardous Materials Response Team or Urban Search and Rescue (USAR) Team shall be outlined in the Santa Monica Fire Department Administrative

Manual. Any changes made to the Hazardous Materials Response Team or Urban Search and Rescue (USAR) Team Work Assignment Selection Process are subject to the provisions in Section 1.05 of this Agreement.

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 are exempt 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 2017-20. 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. Grievance/Complaint Policy

A grievance is a complaint by one or more employees or by Local 1109 concerning the application or interpretation of the MOU, ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours, 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 regularly scheduled shift following presentation to the immediate supervisor, the employee may, within five 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 regularly scheduled shift following presentation to the second level supervisor, if any, the employee may within five 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 regularly scheduled shift following presentation to the Fire Chief, the employee may, within five 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 regularly scheduled shift, after the filing of appeal with the Human Resources Director.
- E. For the purposes of this grievance procedure, "shift" means the regularly scheduled 24-hour work period for Fire Suppression personnel and the

regularly scheduled work day for personnel not assigned to the 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 Local 1109 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 have the right to be represented in grievance matters in the following manner:
  - (1) Employees 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 (Subsection A.) and two (Subsection B.) of the grievance process.
  - (3) Employees may designate a departmental or legal representative to represent them in steps three (Subsection C.) and four (Subsection D.) of the grievance process.
- H. An employee who has initiated a grievance, or assisted another employee in initiating 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 30 calendar days following the incident giving rise to the grievance or within 30 calendar days from the date on which Local 1109 could reasonably have become aware of the incident. The Fire Chief shall respond to the grievance within ten work days. Upon receipt of the Fire Chief's response, Local 1109 can appeal to the Director of Human Resources. Within 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 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 40-hour per week personnel.

#### 6.03. 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, and 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 the City's 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 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 for a hearing to be conducted by an Administrative Law Judge from that office in accordance with the Administrative Procedure Act (Gov. Code, §§ 11500 et seq.). 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 are available to the parties; the hearing shall be conducted in accordance with Government Code Section 11513; the resulting decision shall be as specified in the Act; and all time limits prescribed in the Act shall apply.
- E. The City has the burden of proof that its decision should be upheld.
- F. The employee is 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 must be given to the Department Head so that work assignments may be made accordingly. Wherever practicable, City employees needed as witnesses will 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 Government Code Section 11523.

#### 6.04. 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 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 not to take the appeal to the next level listed in the appeal procedure; or (c) if 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 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 calendar days from the date on which the Department Head's office receives the appeal from the employee. Within seven 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 calendar days following receipt of the Department Head's decision, the employee may submit the performance evaluation appeal to the Human Resources Director. The Human Resources Director, or his/her designee, shall meet with the employee within seven 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 calendar days following the meeting with the employee. Within seven 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 has the right to represent him/herself individually or to be represented by Local 1109 if the employee elects to appeal his/her performance evaluation.

6.05. Time Off for Union Business

During the term of this Agreement, a maximum of 688 hours in each fiscal year is allowed (at full pay and benefits) for use by any Local 1109 representative who may require time off for any responsibilities associated with Local 1109 duties. Accounting of this time is the responsibility of and maintained by the Platoon Commanders.

Members of Local 1109 are 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.

6.06. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_\_ day of 12/28/2020 2020.

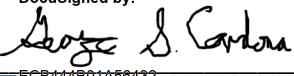
ATTEST:

CITY OF SANTA MONICA  
a municipal corporation

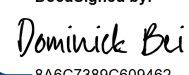
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City Clerk

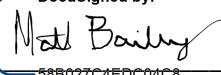
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By: LANE DILG  
Interim City Manager

APPROVED AS TO FORM:

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George S. Cardona  
Interim City Attorney

**LOCAL 1109**

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Dominick Bei  
President

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Matthew Bailey  
Vice President

Local 1109 MOU 2020-2023  
Contract No. (CCS)