

RESOLUTION NO 14-62

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF
2 LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A
3 MEMORANDUM OF UNDERSTANDING BETWEEN THE LA VERNE CITY COUNCIL
4 AND THE LA VERNE FIREFIGHTERS' ASSOCIATION (LVFA) FOR A PERIOD
5 FROM SEPTEMBER 7, 2014 – JUNE 30, 2017

6 **BE IT RESOLVED** by the La Verne City Council as follows:

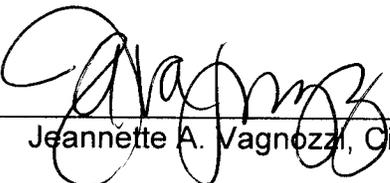
7 **Section 1.** The City Manager of the City of La Verne is hereby authorized to
8 execute a Memorandum of Understanding between the City of La Verne and the La
9 Verne Firefighters' Association, said memorandum of understanding being in the form
10 attached hereto and made a part hereof by reference as though the same were set
11 forth in full herein.

12 **Section 2.** That the Mayor shall sign and the City Clerk shall certify to the
13 passage and adoption of this resolution and thereupon the same shall take effect and
14 be in force.

15 **PASSED, APPROVED AND ADOPTED** this 15th day of September, 2014.

16 
17 _____
18 Mayor Don Kendrick

19 ATTEST:

20 
21 _____
22 Jeannette A. Vagnozzi, City Clerk

23 I hereby certify that the foregoing **Resolution No. 14-62** -was duly and regularly
24 adopted by the City Council of the City of La Verne at a meeting thereof held on the
25 **15th day of September, 2014**, by the following vote:

26 AYES: Ingels, Rosales, Carder, Redman, and Mayor Kendrick.
27 NOES: None.
28 ABSENT: None.
29 ABSTAIN: None.

30 
31 _____
32 Jeannette A. Vagnozzi, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA VERNE
AND
THE LA VERNE FIREFIGHTERS' ASSOCIATION**

This Memorandum of Understanding (hereinafter referred to as "MOU" or "Agreement") is entered into this 15th day of September 2014, between the City of La Verne (hereinafter referred to as "City") and the La Verne Firefighters' Association (hereinafter referred to as "Association").

Article 1 – Recognition

The City recognizes the Association as the recognized employee organization for the following classifications:

Firefighter
Fire Engineer
Fire Captain

Article 2 – City Council Approval

It is agreed that this Memorandum of Understanding is of no force or effect until ratified and approved by Resolution duly adopted by the City Council of the City of La Verne.

Article 3 – Management Rights

To the extent that the following are not inconsistent with Memorandum of Understanding provisions and to the extent that the following are not within the scope of representation, the parties agree that the following constitute the rights of management:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify, or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.

9. Determine the size, character and use of inventories.
10. Determine financial policy, including accounting procedure.
11. Determine the staffing of classifications not represented by the Association.
12. Determine selection, promotion, or transfer of employees.
13. Determine the size and character of the work force.
14. Determine the allocation and assignment of work to employees except in those instances where the affected employee receives additional compensation as a result of performing a given assignment.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of City property, materials, and equipment.
19. Place work with outside firms.
20. Determine the kinds and numbers of personnel necessary.
21. Require employees, where necessary, to take in-service training courses during working hours.
22. Prescribe a uniform dress to be worn by designated employees.

Any grievance arising out of or in any way connected with the existence or the legality of any of the above-described rights of management is not subject to the grievance procedure unless such grievance is otherwise grievable under another Article of this Agreement.

Article 4 – Association Rights

The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

Article 5 – Association Dues

- A. The City shall deduct dues biweekly from the paychecks of each employee and remit to the Association such monies that employees authorize in writing the City to deduct.
- B. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

Article 6 – No Strike/No Lockout

It is to the mutual benefit of the City and the Association to encourage resolution of differences through negotiation. Therefore, the City shall not

cause a lockout of employees; and the Association shall not cause a strike, slowdown, stoppage of work, or acts of any nature that would interfere with the operations of the City.

Should differences arise between the City and the Association or its members as to the meaning and/or application of any provisions of this Memorandum of Understanding, the City and Association shall call a meeting or series of meetings to settle any differences in accordance with the terms and conditions of this Memorandum of Understanding.

Article 7 – Layoff Procedures

- A. In the event of reduction in the work force, the employee in the classification reduced with the least seniority shall be laid off first.
- B. Any represented employee who has been notified of layoff may elect to accept the layoff or exercise bump-down rights. Represented employees, if qualified and able to work, shall be authorized to bump into any lower rated classification within the department and replace any employee who has less seniority. Employees exercising bump down rights must do so within seventy-two (72) hours after receipt of notice of layoff.
- C. Employees bumped by higher seniority employees shall themselves have the option of exercising bump down rights.
- D. Employees who have been laid off or demoted will be placed on a reemployment list that shall remain in effect for 12 months from the date created. The Personnel Officer may extend the list for an additional 6 months.
- E. While the reemployment list is in effect, no new employee shall be hired until all employees on layoff have been given the opportunity to return to work.
- F. Such employees shall be rehired or reinstated to the position held at the time of separation and in reverse order of their layoff or demotion. Such rights of reinstatement must be exercised within twenty (20) calendar days after the City deposits its written notice of recall from layoff in the United States Mail addressed to the employee's last known address. Such mailing shall be by certified mail – return receipt requested.
- G. Reemployed individuals shall be entitled to the following:
 - 1. Reinstatement of service seniority as of the date of layoff.
 - 2. Receive the salary for the classification in effect at the time of rehire and reinstatement to the salary step the employee occupied immediately prior to the layoff.
 - 3. The accrual rate of vacation and sick leave in effect for the employee's seniority level and class at the time of rehire.
 - 4. All the benefits and programs in effect at the time of the layoff provided those benefits and programs would be applicable to the employee in the classification he/she is returned, had he/she not been laid off.

Article 8 – Salary Rates and Step Advancements

- A. **Salary Step Advancement.** A five (5) step salary schedule with five percent (5%) difference between steps is hereby established for the classifications listed in Article 1 of this agreement.
1. **Step 1.** This is the minimum rate and will be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve hiring at a higher salary step. If an employee is hired at a step other than 1, he/she must wait one (1) year until the next step increase.
 2. **Step 2.** This salary step is attainable after completion of six (6) calendar months of service if the employee has demonstrated satisfactory job progress.
 3. **Step 3.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.
 4. **Step 4.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.
 5. **Step 5.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.
- B. **Median Salary Range Adjustments.** Effective at the beginning of the first full pay period for January 2015, January 2016, and January 2017, the steps of the salary schedule will be adjusted to equate Step 5 with the median top base monthly salary for those classifications surveyed as of January 15th of each year, utilizing the local agencies identified below in this section. However, if a position's median adjustment is reported to be over 3%, the increase will be capped at 3% of the existing salary. Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification.
- The local agencies that will be surveyed for comparison purposes include the following local agencies: the cities of Monrovia, Montclair, Ontario, Rancho Cucamonga, Upland and West Covina, the Chino Valley Fire District, and the County of Los Angeles.
- In the event that a fire department in a local agency is disbanded or ceases to exist, the Association and the city agree to meet and confer on the selection of replacement agencies for salary comparison purposes.
- C. **Paramedic Program.**
1. **Paramedic Bonus for Assignment.** Employees in the classification of Firefighter designated to regular paramedic assignments by the Department shall receive a paramedic bonus of fifteen percent (15%) above base salary while functioning in the regular paramedic assignment. Employees in the classifications of Fire Engineer and Fire

Captain who are designated to regular paramedic assignments by the Department shall receive paramedic bonus in an amount equivalent to fifteen percent (15%) above the Step 5 Firefighter base salary.

Employees in the classification of Firefighter hired after January 1, 2011, will receive a five (5%) paramedic bonus above base salary. As positions become available on a paramedic transport unit, these firefighters may be assigned by the Fire Chief. Once assigned, they would be eligible for a paramedic bonus of fifteen percent (15%). In the event that said employees are reassigned off of the paramedic unit for five (5) consecutive shifts, they shall receive a five percent (5%) certification bonus in lieu of the paramedic bonus.

2. **Bonus for Maintenance of Paramedic Certification.** Employees in the classification of Firefighter who possess a valid paramedic certification but are not designated to a regular paramedic assignment by the Department shall receive a certification bonus in an amount equivalent to five percent (5%) above the Step 5 Firefighter base salary. In the event that such employee works on the paramedic unit in the capacity of a paramedic for five (5) consecutive shifts, they shall receive a paramedic bonus for assignment as specified in item C(1) above beginning on the sixth consecutive shift on the paramedic unit.
3. **Maintenance of Certification.** Employees with regular paramedic assignments will be required to maintain current certification through the Los Angeles County Department of Health Services. In the event that an employee with a paramedic assignment fails to maintain paramedic certification, said employee will be given a grace period of three (3) months to enable him/her to regain the certification. During such grace period, the employee's paramedic bonus will be deleted and a ten percent (10%) reduction in salary will be imposed. If following the grace period, the employee is unable to regain his/her certification or secure a voluntary reassignment to another budgeted position, said employee may be subject to discharge without affective the bumping or layoff of another employee with less seniority.
4. **Selection for Assignment.** Selection of employees for paramedic assignments is a management right. However, when making a regular paramedic assignment, the Fire Chief shall give first consideration to incumbent permanent employees who possess the necessary paramedic qualifications.
5. **Paramedic Reassignment.** An employee with a regular paramedic assignment may be reassigned under the following procedures.
 - a) An employee with a regular paramedic duty assignment may request a temporary reassignment to other Department duties for a specified time period not to exceed one year. The Fire Chief may approve such temporary reassignment for a definite period of time not to exceed one year provided that an incumbent employee with a valid certification is willing to assume the regular paramedic assignment.

- b) An employee with a paramedic assignment may submit a request to the Fire Chief for a permanent voluntary reassignment out of the paramedic assignment. Within sixty (60) days of receipt of a request for voluntary reassignment, the Fire Chief shall consider the request and provide a written response to the request for reassignment. If the request is granted, a definite target date for removal of the paramedic assignment will be provided. The target date will be based on the anticipated duration necessary to enable an employee within the Department to obtain appropriate certification to fill the vacancy.

Approval of a request for permanent voluntary reassignment will be contingent upon the availability of qualified and suitable personnel within the La Verne Fire Department to willingly assume the paramedic assignment. In no case will a layoff or bumping of personnel result from a voluntary reassignment from a paramedic assignment.

- c) **Reassignment by Fire Chief.** An employee with a paramedic assignment may be reassigned by the Fire Chief due to circumstances unrelated to discipline. Prior to reassigning an employee from a paramedic assignment under this procedure, the Fire Chief shall obtain an evaluation from the Department's Paramedic Program Coordinator and the employee's duty Captain. The Fire Chief shall also provide the employee with sixty (60) days prior notice and a definite target date for the reassignment. To affect a reassignment, the Fire Chief shall meet with and counsel the affected employee regarding the basis for the consequences of the reassignment. Nothing in this procedure shall prevent or prohibit the removal of an employee from a paramedic assignment at any time by the Fire chief for disciplinary purposes or reduction of paramedic staffing levels due to funding limitations. The Fire Chief shall comply with the existing laws and due process procedures prior to affecting a disciplinary removal of a paramedic assignment.

6. **Paramedic Coordinators.** At the discretion of the Fire Chief three (3) employees that possess a current, valid Paramedic certificate may be designated as Paramedic Coordinator. Employees so designated by the Fire Chief shall be paid a monthly stipend of two and one-half percent (2.5%) above their current salary. In the event that the Fire Chief determines that a change of the individuals assigned to serve as Paramedic Coordinators is in order, the Fire Chief may affect such a replacement unilaterally without prior notice or due process.

- D. **Driver Operator Program.** Beginning in July 2015, the City will establish a Driver Operator Certification Program to be paid once annually at the amount of \$600. Eligibility for this program is as follows:

- Must complete Driver Operator 1A and 1B

- Must submit proof of the Driver Operator Certification from the California State Fire Marshal's Office to the Training Chief
- Must log a minimum of 40 hours operating a Fire Department apparatus in the current fiscal year (July – June) before being eligible
- Must log a minimum of 40 hours on a Fire Department apparatus per year to receive Driver Operator Certification payment
- Must have and maintain a valid Class C License with Firefighter endorsement
- La Verne Firefighters Association members on probation are not eligible
- La Verne Firefighter Association members receiving the Company Officer Certification payment will not be eligible for the Driver Operator Certification payment

The above eligibility requirements for the Driver Operator Certification Program must be met no later than July 1 of each year to receive the annual payment amount. The parties intend that the payment made pursuant to the Driver Operator Program shall be reported to CalPERS as Educational Incentive pay. If CalPERS or any court determines that payments made pursuant to the Driver Operator Program are not deemed part of reportable compensation, then the City shall not be liable for any loss of retirement benefits as a result of the determination.

E. **Company Officer Program.** Beginning in July 2015, the City will establish a Company Officer Certification Program to be paid once annually at the amount of \$1,000. Eligibility for this program will be as follows:

- Must submit proof of the Company Officer Certification from the California State Fire Marshal's Office to the Training Chief
- La Verne Firefighter Association members on probation are not eligible
- La Verne Firefighter Association members receiving the Driver Operator Certification payment will not be eligible for the Company Officer payment

The above eligibility requirements for the Company Officer Certification Program must be met no later than July 1 of each year to receive annual payment amount. The parties intend that the payment made pursuant to the Company Officer Program shall be reported to CalPERS as Educational Incentive pay. If CalPERS or any court determines that payments made pursuant to the Company Officer Program are not deemed part of reportable compensation, then the City shall not be liable for any loss of retirement benefits as a result of the determination.

F. **Salary Plan Administration.**

1. Employees shall be paid by twelve noon (12:00) on or before every other Friday. When the normal pay day falls during an employee's annual vacation leave, such employee shall receive a partial vacation advance on the last working day prior to such an annual vacation leave

provided a written request is submitted to the Finance Officer at least five (5) working days prior to said leave.

2. All employees shall receive at least one (1) annual written department evaluation pursuant to department policy as established by the Fire Chief. Written evaluations will be given to the employee before the end of the particular evaluation period. In cases where an employee is away from the worksite for an extended period, the evaluation will be given to the employee at the earliest opportunity upon his/her return. Employees who are eligible for a merit increase and who receive an overall rating of satisfactory or above, shall receive that merit increase at the time it would normally have been given had the employee been at the City worksite, unless the Department Head extends the merit increase date.
3. All step increases, promotions, demotions, or other changes in the employees' salaries shall occur at the beginning of the closest pay period.
4. The City shall have the option of eliminating paper checks and requiring all employees to be paid by direct deposit. All employees who are not currently enrolled in direct deposit, are encouraged to contact the Finance Department to become enrolled.

E. Probationary Period.

1. All original, promotional, or transfer appointments shall be tentative and subject to a probationary period of one (1) year.
2. The probationary period may be extended by the City as a result of an employee's unfavorable evaluation for a period not to exceed six (6) months.
3. During the probationary period, a newly hired employee may be discharged by the City without right of appeal if the City deems the employee unfit or unsatisfactory for permanent employment.
4. During the probationary period, a promoted employee may be demoted back to the previous job held without right of appeal, if the City deems the employee unfit or unsatisfactory for permanent appointment.
5. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting an employee whose performance does not meet the standards of work.

F. Trainee Levels. The City may, at its discretion, establish trainee salary range levels and/or job descriptions.

G. New Classifications. The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment to the new position.

- H. **Reclassification.**
1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification and assigned or directed to be performed by the City.
 2. Reclassification shall not be used with the purpose of avoiding restrictions surrounding promotions and demotions.
 3. An employee whose job is reclassified and includes a higher rate of pay shall receive the salary level in the reclassified position that is next higher than the salary currently held by such employee.
 4. An employee whose job is reclassified and includes a lower rate of pay shall remain at the current level of pay until the new salary range equals or exceeds such current levels.
- I. **Acting Appointments.** The City may designate an employee to an acting capacity in a job classification different than that currently held by the employee. The employee shall receive five percent (5%) above the employee's current base monthly salary added to the employee's wages after thirty (30) consecutive calendar days of satisfactory service in such acting capacity as determined by the City.
1. Service in an acting capacity shall not continue beyond six (6) months without the agreement of all parties.
 2. An employee having served in an acting capacity and subsequently fully appointed to the position shall establish a new anniversary date as the first day of permanent appointment to the position.
- J. **Promotion.** The City may promote an employee to a higher job classification.
1. A promoted employee shall receive an increase in salary equal to the entrance salary of the promotional position or the next higher salary level provided, however, that no employee shall receive a salary that exceeds the maximum range level established for the promotional job classification. An employee serving in an acting capacity immediately prior to permanent appointment to the position shall maintain the same salary earned while in the acting capacity.
 2. A new anniversary date shall be established and the promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same salary level the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in section K.
- K. **Demotion.** The City may, with cause, demote an employee to a lower job classification.
1. A demoted employee shall receive a minimum decrease in salary equivalent to one (1) salary step provided, however, that no employee shall receive a salary which exceeds the maximum range level established for the lower job classification.

2. A new anniversary date shall be established for the demoted employee as the day on which the employee begins performing the duties of the lower job classification as determined by the City.
3. No probationary period shall be required for demoted employees.

Article 9 – Hours of Work

- A. **Work Week – Shift Employees.** The normal workweek for shift employees shall consist of an average of fifty-six (56) hours on a shift basis. The normal shift schedule is the 48-96 plan in which employees are assigned to work back-to-back twenty-four (24) hour shifts for a total of forty-eight (48) hours starting at eight a.m. (8:00 a.m.) and ending at eight a.m. (8:00 a.m.) on the second consecutive day following the day the shift began.
- B. **Work Week – Non-shift Employees.** The normal workweek for non-shift employees shall consist of five (5) consecutive eight (8) hour days, or forty (40) hours per week, or as scheduled at the discretion of the Department Head.
- C. **Time Calculations.** For purposes of this section and other sections dealing with time calculations, an average fifty-six (56) hour workweek is equivalent to 242.66667 hours per month, and a forty (40) hour workweek is equivalent to 173.33333 hours per month.
- D. **Fit for Duty Evaluations.** The on-duty Battalion Chief shall have the authority to determine whether employees have obtained sufficient rest during the previous night to enable him/her to continue working the second 24 hours of a shift. In the event that a Battalion Chief determines that an employee has not had sufficient rest, rendering him/her too fatigued to work the remainder of a shift in a competent manner, the Battalion Chief may relieve said employee of duty for the remainder of the shift. Any employee so relieved shall be placed on accumulated vacation or compensatory leave time if available.
- E. **Consecutive Work Hours.** No employee may work 96 consecutive hours without express approval from the Battalion Chief.

Article 10 – Overtime

An employee shall be credited for authorized work before or after the normal regularly scheduled workday by receiving overtime at time and one-half.

- A. **Authorization.** Overtime must be authorized in advance and is governed by department policy as approved by the Fire Chief. (Also refer to Article 33 (H) of this Agreement).
- B. **Rate.** All employees covered by this Agreement shall be paid at a rate of one and one-half hours for overtime hours worked in accordance with the

provisions of the Fair Labor Standards Act as detailed in Article 33 of this Agreement.

- C. **Rank-For-Rank Replacement.** All overtime assignments shall be made on a rank-for-rank basis with full-time personnel covered by this Agreement. Permanent full-time employees shall be given first priority to work overtime unless otherwise specified in this Agreement. This provision shall also be applicable to Firefighters with regular paramedic assignments.
- D. All back-fill assignments that are the result of a third party contract will be paid at the rate of time and one-half.

For additional language on overtime, refer to Article 33 (H) of this Agreement.

Article 11 – Call-Back Allowance

An employee who is called back to work after completing a regular work shift or work week and having left the City premises shall be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Travel time shall not be considered as hours worked and shall not be compensated in any manner.

Article 12 – Sick Leave

Employees shall accrue sick leave as follows:

- A. **Accrual Rate – Shift Employees.** Shift employees shall accrue sick leave at the rate of eleven and two-tenths (11.2) hours per month.
- B. **Accrual Rate – Non-shift Employees.** Forty (40) hour employees shall accrue sick leave at the rate of eight (8) hours per month.
- C. **Prorating.** Sick leave shall accrue on a monthly basis beginning with the first month of employment. Sick leave accrual shall be prorated when an employee begins or terminates his/her employment in the middle of a month.
- D. **Accumulation.** Sick leave may be accumulated indefinitely as long as the employee works for the City.
- E. **Deduction.** Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.
- F. **Accrual During Leave.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Memorandum of Understanding.
- G. **Accrual After Separation.** Sick leave shall not be accrued by any employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.
- H. **Physician's Certificate.** Evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's absence during the time for which sick leave is requested.

- I. **Personal Illness or Disability.** An employee who has contracted or incurred a non-service connected illness or disability which renders him/her unable to perform the duties of his/her position will be eligible to receive paid sick leave provided that the employee complies with the utilization procedures specified in Section K of this Article.
- J. **Bereavement/Family Leave.** Sick leave may be granted for death or illness involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, father-in-law) not exceeding seventy-two (72) hours per calendar year for shift employees or five (5) days for non-shift employees.
- K. **Utilization Procedure.** An employee requesting paid sick leave in accordance with Sections I (Personal Illness or Disability) or Section J (Bereavement/Family Leave) above, shall comply with the following:
 - 1. **Call-in Procedure.** The employee shall personally make telephone contact with the Battalion Chief on duty at least one and one-half (1 ½) hours before the time specified for the beginning of the work shift of his/her absence from duty. In cases in which the ill or disabled employee is physically unable to make personal telephone contact with the Battalion Chief, the individual designated to provide notification of the absence shall make telephone contact with the Battalion Chief.
 - 2. **Basis for Absence.** The employee or other individual providing notification to a Battalion Chief of the employee's absence shall provide the specific reason for the absence.
 - 3. **Accessibility.** An employee who is granted sick leave for personal illness or family illness shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the Battalion Chief during the employee's assigned shift. Exceptions to this requirement will be reviewed on a case-by-case basis.
 - 4. **Review.** An employee who uses more than seventy-two (72) hours of sick leave in a fiscal year that has not been documented by a physician's certificate may be subject to appear before a review board comprised of Fire Department management personnel and an Association representative to discuss the bases for the absences.
- L. **Payment Upon Termination.**
 - 1. At termination of employment for other than disciplinary reasons, after fifteen (15) years of service, an employee shall be paid for accumulated sick leave on the books up to one (1) month's salary at the then current rate.
 - 2. An employee who at the time of retirement has 2,000 hours or more of accrued sick leave will have the option of designating up to 2,000 hours in a spousal medical continuation account. The sole purpose of this "account" will be to supplement only the spouse's medical insurance in the event of the association member's death. The initial value of the account will be determined by multiplying the number of

hours designated by ½ of the employee's base hourly rate at the time of retirement. Funds of the account will be available only for the surviving spouse to supplement 50% of the monthly premiums due the city for the continuation of health insurance until they become eligible for Medicare (65 years of age). Only spouse designated at time of retirement will be eligible. Unless so utilized such account will have no value and may not be "cashed out."

- M. **Sick Leave Use Upon Termination**. No sick leave shall be paid during an employee's final two weeks of employment except if supported by a doctor's written order.

Article 13 – Holidays

Due to the unique nature of work hours in the Fire Department, the following schedule for holidays shall be observed:

- A. **Shift employees** shall be paid on a monthly basis for ten (10) holidays per year. Pay shall be figured at eight (8) hours per holiday at the rate of time and one-half.

Employees who are scheduled to work on Christmas Eve and Christmas Day in a given year will have their work schedules modified so that the affected employees will not be required to work both holidays. To accomplish this, the duty shift assigned to work on December 22nd and 23rd will exchange the 23rd for the 24th of December.

- B. **Non-shift employees** shall receive the following days off with pay:

- | | |
|---------------------------|-------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans Day |
| 3. Presidents Day | 8. Thanksgiving |
| 4. Memorial Day | 9. Day before Christmas |
| 5. Independence Day | 10. Christmas |

In the event that a holiday falls on a Sunday, the Monday following will be observed as the holiday, or if it falls on a Saturday, the Friday preceding will be observed as the holiday.

Article 14 – Vacations

- A. **Accrual**. All employees shall accrue paid vacation leave as provided below. Accrual shall be apportioned on a monthly basis and shall be prorated for employees who begin or terminate their employment in the middle of a month.

For Shift Employees:

<u>Consecutive Years of Service</u>	<u>Shifts Per Year</u>	<u>Equivalent Shift Hours</u>
1-5	6.93	166.3
6	7.4	177.6
7	7.86	188.8
8	8.33	200.0
9	8.8	211.2
10	9.26	222.4
11	9.78	233.6
12	10.2	244.8
13	10.66	256.0
14 or more	11.13	267.2

For non-shift employees:

<u>Consecutive Years of Service</u>	<u>Vacation Days Per Year</u>
1-5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14	21
15	22
16 or more	23

- B. **Scheduling** of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employees and work requirements of the City. Vacations will normally be scheduled on a seniority basis (full-time as a member of the L.V.F.D.). To exercise seniority rights, vacation requests must be submitted to the City by March 1st of each year. The taking of one (1) shift for shift employees, or five (5) days for forty (40) hour employees, exercises the particular employee's seniority right for that year. For this purpose, year shall be defined as April 1 through March 31.

All requests for vacation of one (1) or less shifts should be submitted at least 96 hours prior to the requested day off, and include the name of a qualified replacement.

No vacation shall be granted between December 16 and January 2 unless the employee finds a qualified replacement.

All requests for vacation of one (1) or more shifts should be submitted to the Battalion Chief for approval at least fourteen (14) days prior to the first desired

day off. If the request is within seven (7) days, the request must include the name of a qualified replacement for each shift desired off.

When looking for a qualified replacement, the employee will refer to the "Priority Chart" which lists employees' names by rank, from lowest hours to highest, and will make a reasonable attempt to contact members of their own rank in order from low to high until they are able to identify a qualified replacement. The Priority Chart will be updated monthly according to hours provided to the Fire Department by the Finance Department and will be posted at all three fire stations.

- C. **During Probation.** Vacation leave shall not be granted or accrued to any employee during the first six (6) months of the employee's original probationary period. However, on the successful completion of the probationary period, the employee will be credited with vacation leave that would otherwise have been accrued.
- D. **Deduction.** Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to any employee after separation from City service, or during a City authorized leave of absence without pay or any other leave of absence not authorized by the City.
- E. **Carry Over.** In the event that any carry over of accrued vacation leave exceeding the amount received in a twenty-four (24) month period is desired, the employee may request and the City may grant approval for such carryover.
- F. **Accrual During Holiday.** In the event that a holiday recognized in this Memorandum of Understanding occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
- G. **Payment Upon Separation.** An employee separated from City service shall receive full compensation for accrued vacation leave on the books at the employee's then current salary rate.
- H. **Annual Cash Out.** Association represented employees with a minimum of 675 hours of accumulated sick leave may "cash out" up to 56 hours (40 hours for non-shift employees) of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 168 hours (3 weeks). Said vacation cash out shall be approved by the Personnel Officer on the condition that it is paid to the employee in conjunction with a vacation leave of at least one week in duration that has been scheduled and approved by the department head at least thirty (30) days in advance.
- I. **Deferred Compensation Plan Cash Out.** Employees who have reached the age of 47 are eligible for the "Catch up Provision" under the 457 deferred compensation plan. Employees who have reached the age of 47 during the first full pay period in January may "cash out" the dollar equivalent of up to \$15,000 of vacation hours each year for a period of three consecutive years and have the funds deposited directly into deferred compensation. The employee must complete the Participation Agreement with the Deferred Compensation Plan no later than that last day of the first full pay period in January, and evenly distribute the \$15,000 over the remaining pay periods. However, the employee's total deposit must be equivalent to the maximum deposit amount allowed by laws relating to Section 457 plans (without the added amount). The employees shall

retain an accumulated vacation balance of at least two weeks (112 hours) at all times.

Article 15 – Uniform Allowance

Each employee shall receive uniform allowance in the amount of \$600 per year for the purchase and maintenance of uniforms, payable in the first pay period ending in December. An employee who begins employment or who severs employment prior to the uniform allowance being paid shall receive a prorated share of their uniform allowance. Prior to the beginning of calendar years 2011, and 2012, the Association may initiate discussions with the City relative to adjustments in uniform allowance based upon labor market comparisons of the comparison agencies listed in Article 8 (B).

Article 16 – Retirement

The plan is administered by the CalPERS Board. The City and the employees shall be subject to the rules and regulations governing retirement, premium cost, etc., as endorsed and accepted by the CalPERS Board, except as otherwise noted herein.

- A. **Employer Premium.** Premium cost is fixed by the governing board of CalPERS and is divided between the City and employee. The City shall pay the premium designated as employer charges.
- B. **Employee Premium for “New Members,” as Defined by AB 340, Hired After January 1, 2013; Public Safety PERS 2.7% @ 57 under AB 340.**
 - 1. Employee contribution rate for “new members” as defined by AB 340 is at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter percent or the current contribution rate of similarly situated employees, whichever is greater.
 - 2. Compensation cap for “new members” as defined by AB 340 (120% of Contribution and Benefit Base).
 - 3. Calculation of benefits based on base pay for “new members” as defined by AB 340.
 - 4. 3 year average final compensation for “new members” as defined by AB 340.
 - 5. Benefits will be determined in accordance with all of the applicable requirements of AB 340.
 - 6. If AB 340 is partly or wholly overturned or modified by subsequent legislative or judicial actions, employees covered by Article 16 – Section A. will be provided with benefits under Article 16 – Section C. to the greatest extent permitted by law.

- C. **Employee Premiums for Individuals hired after February 1, 2010 who are not "New Members," as defined by AB 340; Public Safety PERS 3% @ 50 full formula and Section 20024.7(one year final compensation.)**
 Individuals hired after February 1, 2010, will be responsible for paying the full amount of their employee contribution (9% of reported compensation) **Employee Premiums for Individuals hired by the City on or prior to February 1, 2010 who are not "New Members," as defined by AB 340; Public Safety PERS 3% @ 50 full formula and Section 20024.7 (one year final compensation).**
1. Effective with the first full pay period in September 2014, employees will be responsible for paying 7% of their 9% member contribution to PERS. The remaining 2% will be paid by the City.
 2. Effective with the first full pay period in July 2015, employees will be responsible for paying 8% of their 9% member contribution to PERS. The remaining 1% will be paid by the City.
 3. Effective with the first full pay period in January 2016, employees will be responsible for paying 9% of their member contribution to PERS.
 4. **Credit for Unused Sick Leave.** The City will bear the cost for the Credit for Unused Sick Leave benefit.
- D. **4th Level 1959 Survivor Benefit.** City shall take all action necessary to amend its contract with CalPERS on or before May 1, 2004 to implement the benefits of Cal. Government Code, Section 21574. Any changes in the City's CalPERS rate caused by this contract amendment will be borne by the Association members.
- E. **Pre-retirement Optional Settlement 2 Death Benefit.** The City shall obtain an actuarial valuation for the costs of implementing the benefits of California Government Code, Section 21548. Thereafter, the City agrees to meet with the Association and to discuss implementing the benefits of that Section, with the Association members bearing the cost for such benefits.

Article 17 – Medical and Dental Plans

- A. **Active Employees:** The City shall provide at least two health maintenance organization (HMO) medical plans that have been approved by the Association through the Employee Health and Safety Committee for all employees and their dependents. The City will pay 100% of the cost of insurance premium for employees and their eligible dependants, not to exceed the cost of the HMOs offered by the City.
1. At the time of hire, an employee shall choose a plan that best meets the needs of the employee.
 2. An open enrollment period will occur in May-June of each year (effective July 1). Only during this time may the employee change to another plan.
- B. **Retired Employees:** The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:

1. Those who retired between 10-1-84 and 9-1-90:
 - Single \$88.32
 - Couple \$181.06
 - Family \$247.30
2. Those who retired between 9-2-90 and 6-30-99:
 - Single \$110.00
 - Couple \$225.00
 - Family \$247.30
3. Those who retire between 7-1-99 and 12-31-2003 will be provided with monthly medical insurance contributions in an amount that does not exceed eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents) that was in effect at the time of the retirement. The amount of this City-paid monthly contribution toward medical insurance shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.
4. Those who retire January 1, 2004 or later, will be entitled to 80% of the monthly medical insurance premiums of the least expensive HMO (for the retiree and covered dependents). That amount shall not be fixed and will increase with changes in the rates that are available through the City provided plans. Employees must have at least 20 years of full-time service with the City to be eligible for this benefit (an employee who was hired prior to January 31, 1994, shall be eligible to apply up to two years of La Verne reserve firefighter experience towards the 20 year eligibility requirement).

The City shall provide the above retirement benefits only to those retired employees and their dependents who:

1. if eligible for Medicare, have enrolled in, and maintain, Medicare coinsurance benefits, in which case, the City shall provide a supplemental medical insurance plan not to exceed the aforementioned contribution rates.
2. are not receiving disability retirement benefits through the PERS nor have filed for industrial disability retirement benefits through the PERS with the following exceptions as determined by the City Manager:
 - a. the employee suffered a permanently disabling injury (not illness) as a result of a single, on-duty incident directly related to their actual performance of official duties; and
 - b. the employee has not declined an offer of a modified duty assignment; and
 - c. the employee's disabling injury that necessitates retirement specifically excludes back injuries, psychological problems, heart disease, hypertension, and stress trauma.
3. obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may receive direct payments from the City in the amounts specified above. In

order to receive such direct payments, the retiree shall provide the City with an annual signed statement certifying that he has medical insurance coverage to cover the cost of catastrophic illness or injury for the retiree and dependents. Said medical insurance payments shall be made on a quarterly basis.

4. Upon death of the retired employee, dependents will not be eligible for medical insurance through the City.
 5. Beginning on July 1, 2013, there shall be a cap of \$300 on post Medicare monthly medical insurance contributions by the City to retired employees who were hired prior to January 1, 2013. The City shall not contribute any amount toward the post Medicare monthly medical insurance contributions for employees hired on or after January 1, 2013.
- C. **Dental Plan**. The City shall contribute to a group dental plan for the employee and eligible dependents in the form of an allocation of up to \$33 per month.

Article 18 – Training

- A. **School Fee**. Where as a condition for continued employment, the City requires attendance at a school or training establishment and where a fee is charged, the City shall pay such fees. An employee attending such school shall suffer no loss of wages or benefits if attendance during working hours is required. Books and materials purchased by the City will remain City property.
- B. **Reimbursement**. Non-probationary members will be reimbursed a maximum of \$500 per calendar year for completion of job related classes. To be eligible for reimbursement, employee must have submitted class for pre-approval to the Personnel Officer, received a “C” or better grade, and not use the classes for any other compensable program that the City offers. Member will be responsible to repay any amount received within twelve (12) months of separating from employment.

Article 19 – Time Off to Employee Representatives

- A. The City will allow a maximum of two (2) City employee representatives time off without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Said representatives may be given time not to exceed forty-eight (48) hours at the sole discretion of the City Manager to attend an annual seminar.
- B. The City shall allow the Association the opportunity to hold general meetings; however, in order to ensure meetings do not conflict with training or department objectives, prior approval must be granted from the Fire Chief or Battalion Chief whose shift the meeting falls on.

Article 20 – Education Incentive

The City will pay employees an education incentive in the amount of two and one-half percent (2.5%) of base monthly salary for an A.A./A.S. degree in a job related discipline; or five percent (5%) of base monthly salary for a B.A./B.S. degree in a job related discipline.

Article 21 – Unemployment Insurance

The City will participate in and contribute to the State of California Unemployment Insurance program at the rate established by Local Entity Employees Fund of the State.

Article 22 – Workers' Compensation Insurance

The State workers' compensation laws and this Memorandum of Understanding shall govern all aspects of duty related injuries, illnesses, and accidents.

- A. **Industrial Injuries and Accidents.**
 - 1. Employees shall report any duty related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible.
 - 2. Employees shall report any duty related injury or illness which does not require medical treatment to the appropriate department supervisor by the end of the workday on which the injury or illness occurred.
- B. **Accident Reporting.** Employees shall report any accident that results in any injury or property damage to the appropriate department supervisor as soon as physically possible.
- C. **Medical Treatment.** Any employee suffering from any duty related injury or illness which requires medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
- D. **Leave of Absence for Industrial Disability Qualification.** An employee suffering a duty related injury or illness that disables that employee from the performance of regular job duties may request a leave of absence for industrial disability. Such request may be submitted in the form of a workers' compensation claim. Any dispute regarding such claim shall be resolved through the State Workers' Compensation Appeals Board process.
- E. **Compensation.** For any employee on leave of absence under the workers' compensation sections of the California Labor Code, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- F. **Workers' Compensation.** While receiving 4850 leave, employees may come and go freely from their residences. However, employees must obtain prior approval from the Fire Chief if they wish to travel:

1. outside the state; or
2. to a location that is more than four hours driving time from the City limits.

Article 23 – Life Insurance

For Association represented employees in the classifications of Firefighter, Fire Engineer, and Fire Captain, the City shall provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a fifty thousand dollar (\$50,000) accidental death and dismemberment benefit. The monthly premium for said insurance policy shall be paid jointly by the City and the employee with the City paying one-half (1/2) of the premium amount and the employee paying one-half of the premium amount through payroll deduction.

Article 24 – Leave of Absence

- A. **Request for Leave**. Any employee who has successfully completed the original probationary period may request a leave of absence for a period of time not to exceed one (1) year.
- B. **Automatic Resignation**. Employee use of leave of absence for a purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. **Approval**. The City shall have sole discretion in approving or disapproving any employee request for leave of absence or in granting any pay or benefits. Any paid leave of absence exceeding thirty (30) days must be approved by the City Council.

Article 25 – Discipline

- A. **Authority**. Full authority for administering discipline, up to and including discharge for just cause, is retained by the City.
- B. **Principles of Corrective Discipline**. The City shall generally follow the principles of corrective discipline as established in case law; that is, a written reprimand for the first offense; disciplinary action including, but not limited to, reduction in pay, delay in step increases, demotion or suspension for the second offense; and discharge for the third. However, the City reserves the right to administer disciplinary actions commensurate with the severity and/or frequency of the offense.

Article 26 – Grievance Procedures

- A. **Right of Appeal**. A grievance is an alleged violation of a specific clause of this Memorandum of Understanding and other rules, regulations, or

procedures of the City. An employee's exclusive recognized labor organization or the City may grieve an action or inaction pursuant to the procedures herein specified.

- B. **Informal Grievance Procedure.** The first attempt to settle a grievance will be through discussion with the immediate supervisor. If, after this discussion, the matter has not been resolved, the employee shall have the right to discuss it with the supervisor's immediate superior. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head within fifteen (15) days after receiving the decision of the supervisor.
- C. **Formal Grievance Procedure.** An employee filing a formal appeal shall do so in accordance with the following:
1. **First Level of Review.** The appeal shall be presented in writing to the employee's department head that shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision or if no answer has been received within the time, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) calendar days after receiving the decision of his department head, or within the same time period from the time the appeal was filed if no department head decision is rendered, the appeal shall be deemed to have been abandoned and terminated.
 2. **City Manager Review.** The City Manager or a designated representative shall discuss the grievance with the employee or a representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) calendar days. If the employee does not agree with the decision, the employee shall then have the right to file a formal appeal in writing to the City Council within fifteen (15) calendar days after receiving the decision of the City Manager.
- D. **Appeal to the City Council.** On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or to appoint a hearing officer or body. The employee may request that the appeal be considered at a public meeting or at a closed session. The City shall notify the employee requesting the hearing of the date, time and place of the hearing. Unless incapacitated, the employee making the appeal shall appear personally before the City Council or hearing officer at the hearing.
- Upon conclusion of any investigation or hearing, the City Council shall cause its findings and recommendations to be prepared in writing and shall certify the same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report, which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were laid off, demoted, reduced or dismissed, the City Manager may defer action until the Council is able to function, unless the case be an emergency, in which event, the City Manager may suspend the employee until the Council is able to function.

E. Conduct of Grievance Procedure.

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the appellate person or body.
2. The employee may be represented in preparing and presenting the appeal at any level of review.

Article 27 – Jury Duty

Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee for jury duty would result in undue disruption of work programs, the City may refuse to grant the employee a paid leave of absence to serve on jury duty for the purpose of obtaining an exemption from jury duty. Where serious disruption would not occur, and the employee has no objection to serving, the City may permit the employee to serve. The time spent off the job by the employee while actually serving on jury duty under the supervision of the court shall be compensated for on a straight time basis, limited to the employee's normal workday schedule. All per diem reimbursement paid the employee by the court shall be signed over to the City.

Article 28 – Inspection Privileges/Posting of Notices

- A. With City approval, authorized agents of the Association shall have access to City premises during working hours for the purpose of adjusting disputes, investigating working conditions and such other matters. Such access shall be restricted so as not to interfere with the normal conduct of City services, or with City safety or security standards.
- B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. In all cases where such items are to be put on City bulletin boards, the City shall have the right to review and approve such material.
- C. Notwithstanding the provisions outlined above, the City reserves its right to inspect any and all equipment that is either issued or provided to a member for the purpose of completing their assignments. This includes but is not limited to workstations, lockers and computer storage devices.

Article 29 – Employee Retention Agreement

In order to promote retention, team building, employee safety and productivity, Association has agreed that the City may require employees hired after January 1, 2004, to enter into an employment agreement, the purpose of which is to discourage employees from unilaterally terminating employment prematurely. The terms of that employment agreement shall be as set forth in Attachment A of this Memorandum of Understanding.

Article 30 – Safety and Health/Drug Testing

The City will make reasonable provisions for the safety and health of City employees during the hours of their employment. Protective devices, safety wearing apparel, equipment, and facilities shall be provided by the City and shall comply with requirements under applicable regulations and laws. Employees shall utilize such safety and health devices, apparel, equipment and facilities when needed.

- A. **Safety Committee**. A safety committee shall be established under the direction of the Fire Chief for the purpose of reviewing and recommending safety equipment, facilities, and procedures.
- B. **Drug Testing**. The City's Administrative Regulation No. 316 on Drug and Alcohol Testing which provides for pre-employment drug testing, reasonable suspicion testing, post-accident testing and random drug testing will be amended to be applicable to all employees covered by this Agreement.

Article 31 – Work by Management Personnel

Management personnel will not perform work that is normally performed by employees covered in this Memorandum of Understanding. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency.

Article 32 – Non-discrimination

Neither the employer nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or union or nonunion activities.

Article 33 – Fair Labor Standards Act (FLSA) Requirements

- A. **Exemption.** The City of La Verne has exercised its ability to take a statutory "7K" exemption for Fire personnel. The Work period for such employees shall be determined by this Agreement.
- B. **Fair Labor Standards Act Exempt Employees.** Although all classifications listed in this Memorandum of Understanding are part of the LVFA bargaining unit; for purposes of the FLSA, the City may designate specific positions exempt per Department of Labor guidelines. The City will not treat Association exempt employees any differently than non-exempt employees. The City shall so inform said employees in writing and place a copy of said notice in the employee's personnel file.
- C. **Clothes Changing.** Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes prior to the start of a shift at his/her own discretion. Time spent changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- D. **Early Relief Policy.** The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing relief shall not have his/her compensable hours increased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.
- E. **City Vehicle Use.** Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.
- F. **Gym Facility.** The City provides gym equipment for the voluntary use of employees during their off duty hours. Time spent by employees working out during off duty hours is not considered hours worked and will not be compensated in any manner.
- G. **Training Time.**
 - 1. **Mandatory Training.** Mandatory attendance at training school/facilities required by the Department shall be considered as compensable hours worked. Time spent in studying and other personal pursuits is not compensable hours of work even though the employee may be confined to campus or barracks. Travel time will be compensated per Department of Labor guidelines.
 - 2. **Non-mandatory Training.** Non-mandatory attendance at training schools/facilities that improves the performance of regular tasks and/or prepares for job advancement are not compensable hours. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty-four (24)

hours a day.

However, if an employee is authorized to attend department sanctioned non-mandatory training during the normal work shift without utilizing paid leave time for the normal work shift, such training time during the normal work shift shall be counted as hours worked for purposes of eligibility for overtime under the FLSA.

H. Overtime.

1. **Authorization.** All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained as soon as thereafter practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

2. **Work Period.** For purposes of calculating overtime under the FLSA, the work period for all safety members of the Fire Department assigned to the 48/96 schedule shall be a 24 day period generally consisting of four (4) 48-hour shifts for a total of 192 hours.
3. **Calculation of Overtime.** All hours actually worked in excess of 182 in a 24-day work period shall be compensated at one and one-half times the regular rate of pay. "Actual Hours Worked" for purposes of calculating overtime hours shall not include paid leave time such as sick leave, workers' compensation temporary disability, and jury duty; the only exception being vacation. The regular rate of pay shall include education incentive pay.

Time off for workers' compensation temporary disability, which resulted directly from an on the job injury incurred at an emergency incident which required the employee to be relieved immediately of active duty to receive medical attention, may be deemed as hours worked. Notwithstanding the foregoing language, time off for workers' compensation temporary disability due to back strains or back or neck injuries without clear objective findings as determined by a City physician or emergency room physician shall not be deemed as hours worked for overtime purposes.

Since the ten (10) hours from 183 to 192 (inclusive) constitute regular assigned work hours, it is understood that the straight hourly rate for these hours is included in the employee's salary. Actual hours worked from 183 to 192 (inclusive) shall be paid at the additional half time of the hourly rate of pay.

"Actual Hours Worked" along with vacation hours used that total more than 192 in a 24-day work period shall be paid at one and one-half times

the regular rate of pay. However, hours previously paid at the overtime rate during the 24-day work period will be excluded from this calculation.

Because "actual hours worked" cannot be determined in total until the end of the 24-day work period, payment of FLSA overtime will be paid as soon as practicable following the end of each 24-day work period.

4. **Compensatory Time**. In lieu of overtime pay, employees may elect to receive compensatory time off. Compensatory time will be recorded on employee time cards and credited as time earned at straight time. At the end of the 24-day work period, payment of FLSA overtime will be paid as soon as practicable following the end of each 24-day work period.

Compensatory time may be accumulated to a maximum of two hundred forty (240) hours as the discretion of the employee.

Unused compensatory time on the books as of the last pay period in November shall be paid to an employee by December 15 of each calendar year. Said payoff shall be by separate check barring any change in tax or retirement law.

Compensatory time earned in December may be carried over into the next calendar year.

5. **Non-shift Employees**. For purposes of calculating overtime under the FLSA, all non-shift employees required to work in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay.

The regular rate of pay shall include education incentive.

- I. **New Fair Labor Standards Act Regulations**. In the event the Department of Labor issues new or revised interpretive regulations defining what are and what are not compensable hours of work, the City shall amend any affected provisions of this Memorandum of Understanding to comply with such regulations. The Association recognizes that there will be no retroactive application of such regulations under this Agreement unless so provided by the regulations or court mandates.

- J. **Reversion to Previous Practice**. The City of La Verne and the La Verne Firefighters' Association acknowledge the following:

1. On February 19, 1985, the United States Supreme Court decided the case of Garcia v San Antonio Metropolitan Transit Authority. The decision reversed National League of Cities v Usery (1976) 426 U.S. 833, and holds that the FLSA applies to local public agencies.
2. The effective date of the coverage of the FLSA was mandated to be April 15, 1986. If affected employees are held exempt from the FLSA as a result of administrative, legislative, or judicial decision, then the City and the Association agree that should any subsequent changes to the implementation of FLSA occur through litigation or new Department of Labor regulations during the effective period of this Memorandum of Understanding, the parties will reopen the meet and confer process to discuss implementation of said subsequent changes to the FLSA.

Article 34 – Bilingual Pay

The City will provide a monthly stipend of \$75 for each represented employee that demonstrates his/her ability to fluently speak and understand Spanish or another language. The City and the Association will develop an appropriate proficiency exam in conjunction with the local university or high school to certify an individual's abilities.

With the exception of Spanish, the City reserves the right based on operational needs to determine which languages will be eligible for bilingual pay as well as certify the number of employees it deems necessary.

In the event a member who is receiving a stipend for the above proficiency pay is off work for a period of longer than 30 consecutive days or is on modified duty that prohibits him/her from completing their normal duties, the above proficiency pay shall be withheld until the date of return to their regular assignment.

Article 35 – Residency Requirement

To enable timely response in the event of an emergency, an employee covered by this Agreement shall maintain his/her primary residence within seventy-five (75) driving miles of La Verne Fire Station No. 1. In addition, an employee must maintain his/her primary residence in the counties of Los Angeles, Orange, Riverside, or San Bernardino.

Article 36 – Savings Provision

If any provision(s) of this Memorandum of Understanding are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 37 – Term of Memorandum of Understanding

This Memorandum of Understanding shall remain in full force and effect from September 7, 2014 through and including June 30, 2017.

Article 38 – Conclusiveness of Memorandum of Understanding

This MOU contains all the covenants, stipulations, and provisions agreed upon by the parties. This MOU is intended to supersede prior agreements, memoranda of understanding, contrary provisions of City Code sections, personnel rules and regulations, and department policies, whether expressed, implied, written or oral. Therefore, for the term of this MOU, neither party shall be compelled to negotiate or bargain concerning any bargaining issues whether or not such issues were

specifically discussed prior to the execution of this MOU, or whether or not such issues were omitted from any discussion. The parties may mutually agree to discuss or meet and confer regarding any issue arising during the term of this MOU.

DATED 09/17/2014

LA VERNE FIREFIGHTERS ASSOC.

By [Signature]
Association Representative

By [Signature]
Association Representative

DATED 9-17-14

CITY OF LA VERNE

By [Signature]
City Manager

By [Signature]
Personnel Officer

Agenda Report

CITY OF LA VERNE
City Manager's Office

APPROVED BY CITY COUNCIL
AT ITS MEETING OF:

DATE: September 15, 2014

DATE: September 15, 2014

TO: Honorable Mayor and City Council

FROM: JR Ranells, Sr. Management Analyst 

SUBJECT: Resolution 14-62 Authorizing the City Manager to Execute a Memorandum of Understanding between the City of La Verne and the La Verne Firefighters' Association; Resolution 14-63 Amending Employer Pick Up of CalPERS for La Verne Firefighters' Association Members

SUMMARY

The current terms and conditions of employment between the City of La Verne and the La Verne Firefighters' Association (LVFA) is being replaced by a Memorandum of Understanding (MOU). Staff and the LVFA representatives have been meeting since mid April and are now seeking City Council approval of a tentative agreement.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 14-62 authorizing the City Manager to execute an MOU between the City of La Verne and the LVFA effective September 7, 2014. It is further recommended that the City Council adopt Resolution 14-63 specifying the Employer Paid Member Contributions arrangement and direct staff to transmit the same to CalPERS.

BACKGROUND

As per State law, the City is required to meet and confer with recognized employee groups over wages, benefits, and working conditions. The City and the LVFA were previously unable to reach an agreement and the City Council implemented the current terms and conditions of employment on June 17, 2013. A tentative agreement between the City and the LVFA replacing the terms and conditions of employment has now been reached and must be approved by the City Council.

In addition to achieving a tentative agreement by the negotiating teams, the LVFA has held a general membership meeting and voted in favor of the proposed conditions. In summary, the MOU will be in effect until July 2017 and with the

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exception of what is highlighted below, continues many of the previously provided benefits and practices.

Significant changes include employees sharing a greater portion of their pension costs; beginning in September 2014, employees hired prior to February 2010, will be responsible for a seven (7) percent share of their PERS member contributions; beginning July, 2015, employees will be responsible for a eight (8) percent share of their PERS member contributions; beginning January 2016, employees will be responsible for the full share of their PERS member contribution (9%); new employee PERS member contributions are dictated by recent pension reform laws. LVFA members will benefit from continued salary increases provided through market salary adjustments along with a new certification incentive program beginning in July 2015.

Also included with this report is Resolution 14-63 which must be transmitted to CalPERS to allow for the changes in the employee paid portion of their member contributions.

**SIDE LETTER AGREEMENT TO THE 2014-2017
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LA VERNE AND THE LA VERNE FIREFIGHTERS'
ASSOCIATION**

The City of La Verne ("City") and the La Verne Firefighters' Association ("Association") have entered into a Memorandum of Understanding ("MOU") covering the period of September 7, 2014 – June 30, 2017.

The City and the Association have agreed that eliminating the 3% cap provision is beneficial to both the City and Association members for maintaining the market median. Effective July 1, 2015, Article 8 Section B of the current MOU will be amended as follows:

• **Article 8 – Salary Rates and Step Advancements**

B. Median Salary Range Adjustments – Effective at the beginning of the first full pay period for January 2015, January 2016, and January 2017, the steps of the salary schedule will be adjusted to equate Step 5 with the median top base monthly salary for those classifications surveyed as of January 15th of each year, utilizing the local agencies identified below in this section. ~~However, if a position's median adjustment is reported to be over 3%, the increase will be capped at 3% of the existing salary.~~ Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification. The local agencies that will be surveyed for comparison purposes include the following local agencies: the cities of Monrovia, Montclair, Ontario, Rancho Cucamonga, Upland and West Covina, the Chino Valley Fire District, and the County of Los Angeles. In the event that a fire department in a local agency is disbanded or ceases to exist, the Association and the city agree to meet and confer on the selection of replacement agencies for salary comparison purposes.

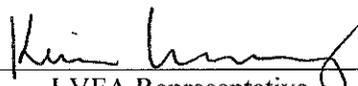
All Association member salaries currently affected by the 3% cap provision (firefighter) will be adjusted to the market median effective with the first full pay period after July 1, 2015.

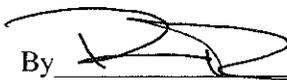
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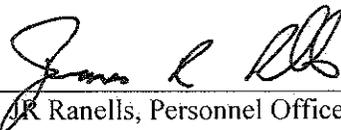
LA VERNE FIREFIGHTERS' ASSOC.

CITY OF LA VERNE

By 
LVFA Representative

By 
Bob Russi, City Manager

By 
LVFA Representative

By 
JR Ranells, Personnel Officer