

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH
AND
THE REDONDO BEACH
FIREFIGHTERS ASSOCIATION

July 1, 2020 – June 30, 2024

Per Resolution No.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH FIREFIGHTERS ASSOCIATION

WHEREAS, pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this MOU have been discussed by and between representatives of the City of Redondo Beach (hereinafter the “City”) and representatives of the Redondo Beach Firefighters Association (hereinafter the “Association”) and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to the full-time positions of Firefighter, Harbor Patrol Officer, Firefighter/Paramedic, Fire Engineer, Deputy Harbor Master/Boat Captain and Fire Captain within the Fire Bargaining Unit.

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ARTICLE I. TERMS

SECTION 1 – DEFINITION OF TERMS

1.01 The following terms, whenever used in this MOU, shall have the meanings set forth in this section:

- A. ASSOCIATION: Shall mean the Redondo Beach Firefighters Association.
- B. CITY: Shall mean the City of Redondo Beach.
- C. FIRE CHIEF: Shall mean the Fire Chief, or the designee of the Chief.
- D. CITY MANAGER: Shall mean the City Manager or the designee of the City Manager.
- E. DAYS: Shall mean calendar days except where working days are expressly specified.
- F. EMPLOYEE: Shall mean persons who serve full-time and are appointed to the full-time positions of, Firefighter, Harbor Patrol Officer, Firefighter/Paramedic, Fire Engineer, Deputy Harbor Master/Boat Captain, or, Fire Captain.
- G. FISCAL YEAR: Shall mean the 12 month period from July 1st through June 30th.
- H. MOU: Shall mean memorandum of understanding.
- I. RETIREE: Shall mean an employee of the City who receives a normal service retirement or disability retirement from the Public Employees Retirement System.
- J. SHIFT: Shall mean the established 24-hour work period, regardless of the configuration in which shifts are scheduled within an FLSA cycle.
- K. WORK PERIOD or FLSA CYCLE: Shall mean a period between seven and 24 consecutive days long, set by the City Manager or the designee of the City Manager.
- L. YEAR: Shall mean fiscal year except where calendar year is expressly specified.
- M. IMMEDIATE FAMILY: Defined as father; mother; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; father-in-law; mother-in-law; brother; sister; spouse; registered domestic partner; or child (which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or

a child to whom the employee stands in loco parentis; This definition of a child is applicable regardless of age or dependency status) of any eligible employee of the City or pre-designated substitute family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities; but, rather, to recognize variations in family structure.

- N. OVERTIME PAY: Defined as one and one-half (1.5) times an employee's regular hourly rate of pay.
- O. REGULAR RATE OF PAY: Defined as base rate of pay plus bonus pays, as defined by the Fair Labor Standards Act (FLSA).
- P. BASE RATE OF PAY: Shall mean the salary listed in Exhibit A
- Q. SUPPRESSION: Shall refer collectively to those employees assigned to emergency response duties who work a shift schedule.

ARTICLE II. RECOGNITION

SECTION 1 – CLASSES IN BARGAINING UNIT

- 1.01 The City recognizes the Redondo Beach Firefighters Association as the recognized employee organization for all employees in the following job classes: Firefighter, Harbor Patrol Officer, Firefighter/Paramedic, Fire Engineer, Deputy Harbor Master/Boat Captain, and Fire Captain.
- 1.02 The Association indemnifies and holds the City harmless against any and all suits, claims, demands, and liabilities that may arise as a result of the City recognition of the Association as the exclusively recognized employee organization for the employees in the job classes described in this Section.

ARTICLE III. COMPENSATION

SECTION 1 – BASE PAY

- 1.01 With respect to the class of Firefighter:

Salary Range Step "A" will be paid upon initial employment for a period of one year.

Salary Range Step "B" will be paid upon the satisfactory completion of one year of employment.

Salary Range Step "C" will be paid upon the satisfactory completion of one year of employment at Salary Range Step "B".

Salary Range Step "D" will be paid upon the satisfactory completion of one year of employment at Salary Range Step "C".

Salary Range Step "E" will be paid upon the satisfactory completion of one year of employment in Salary Range Step "D".

- 1.02 With respect to the classes of Firefighter/Paramedic, Fire Engineer, Harbor Patrol Officer, Deputy Harbor Master/Boat Captain and Fire Captain:

Salary Range Step "A" shall be paid for the duration of the employee's probationary period in the class.

Salary Range Step "E" shall be paid upon the satisfactory completion of the probationary period and advancement to permanent status in the class.

- 1.03 The pay rates for the classifications covered by this Agreement shall be increased by 4% effective the first full pay period of July 2021; 4% effective the first full pay period of July 2022; and, 3% effective the first full pay period of July 2023. The new rates are reflected on Exhibit A to this Agreement.
- 1.04 The Department has previously created a new classification entitled Harbor Patrol Officer assigned to this bargaining unit and subject to this memorandum of understanding (MOU) with base pay levels on exhibit A to this MOU the same as Fire Engineer and Fire Fighter/ Paramedic. No additional assignment pay shall be applicable. The side letter signed December 17, 2013, titled "Harbor Patrol Sergeant Relief" is hereby replaced in full and is therefore null and void.
- 1.05 The classification of Deputy Harbor Master/Sergeant has previously been retitled Deputy Harbor Master/Boat Captain with base pay levels on exhibit A to this MOU the same as Fire Captain. No additional assignment pay shall be applicable.
- 1.06 The City agrees to meet and confer during the term of this Agreement on the selection of agencies to be surveyed for Fire Association classification and compensation comparison purposes and on the positions to be surveyed. The City and Association met and conferred during the term of the 2015-2016 MOU to select agencies to be surveyed for Fire Association classification and compensation comparison purposes and on the positions to be surveyed. The parties acknowledge that they did meet and confer to agreement on this issue during 2016 and selected the following cities: Hermosa Beach, Fountain Valley, Arcadia, El Segundo, Manhattan Beach, Downey, Culver City, Costa Mesa, Glendale and Torrance.

SECTION 2 – LONGEVITY PAY

- 2.01 Effective July 1, 2001, Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all classes represented by the Association, as follows:
- A. Five percent (5%) of base pay will be paid upon the satisfactory completion of five years of service, as shown in Step “F” on Exhibit B.
 - B. Twelve percent (12%) of base pay will be paid upon the satisfactory completion of ten years of service, as shown in Step “G” on Exhibit B.
 - C. Sixteen percent (16%) of base pay will be paid upon the satisfactory completion of 15 years of service, as shown in Step “H” on Exhibit B.
- 2.02 Longevity Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (1) of the PERS regulations.

SECTION 3 – PUBLIC AGENCY LONGEVITY PAY

- 3.01 Effective June 30, 1994, employees in the classes of Fire Captain, Fire Engineer, Firefighter/Paramedic, Firefighter, Deputy Harbor Master/Boat Captain and Harbor Patrol Officer who have completed 19 years of public agency firefighting service and maintain, at a minimum, an overall satisfactory performance evaluation by the City of Redondo Beach are eligible for Public Agency Longevity Pay.
- A. Public agency “firefighting experience” as used in 2.01, above, shall be evaluated and interpreted on an individual basis by the Fire Chief. The burden of providing appropriate documentation and information rests with individual employees.
 - B. In addition to an employee's base salary (salary ranges A-E), exclusive of all bonuses and other pays, each employee meeting the criteria in Section 2.01 above shall receive a Public Agency Longevity Pay increase added to the employee's base pay of 2% un compounded for each year of eligibility beginning with the 20th year of service through the 22nd year of service for a maximum total percentage of up to 6% above base pay. In the event an employee possessing the requisite experience does not otherwise qualify for a specific step qualification in the succeeding year automatically include the step in the merit pay calculation.
 - C. Eligibility for Public Agency Longevity Pay for Deputy Harbor Master/Boat Captain and Harbor Patrol Officer positions shall be determined by years of City service.

- D. An employee whose longevity pay increment was lost due to a substandard performance evaluation will have the longevity pay increment restored effective on receipt of a subsequent performance evaluation of satisfactory or better.
- 3.02 The effective date of a Public Agency Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 3.03 Public Agency Longevity Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (1) of the PERS regulations.

SECTION 4 – OVERTIME PAY

- 4.01 “Overtime Pay” means one and one-half (1.5) times an employee’s regular hourly rate of pay, as defined by the Fair Labor Standards Act, for employees in the classes of Fire Captain, Fire Engineer, Firefighter/Paramedic, Deputy Harbor Master/Boat Captain, Harbor Patrol Officer and Firefighter.
- 4.02 Employees shall be paid overtime pay for all hours worked above 182 hours in a 24-day work period under the 48/96 schedule, designated by the Department in accordance with the Fair Labor Standards Act (FLSA). For the purpose of calculating overtime, effective the first full pay period in July 2020, all paid time off –except personal sick leave -- shall count as hours worked.
- 4.03 Employees called back to work for emergencies will receive a minimum of four hours at base rate, or if applicable, overtime pay for actual time worked, whichever is greater.
- 4.04 Regular Standby: Employees placed on regular standby by the Fire Chief, or the Chief’s designee, will be compensated for such standby time at their regular rate of pay for a minimum of two hours. Standby shall not, however, be considered hours worked.
- 4.05 Hold-Over: Employees held over from their shift shall be paid overtime to the nearest tenth of an hour for the time held over.
- 4.06 Early Reporting: Employees required to report early for their normal on-duty shift (but not required for minimum staffing) shall be paid overtime pay for actual time worked. For example: staffing of relief crews for strike team operations.
- 4.07 Forty hour week employees shall be paid overtime pay for work in excess of their normal work week. For the purpose of calculating overtime, effective July 7, 2007, all paid time off shall count as hours worked.

- A. Employees regularly scheduled to work 40 hours per week who participate in the suppression staffing program on their days off, will be paid for suppression shifts worked at 1.5 times the 56 hour per week rate.
- B. Employees regularly scheduled to work 56 hours per week who participate in the staff assignments on their days off, will be paid for staff hours worked at the overtime rate of the 56 hour per week rate.

SECTION 5 – COMPENSATORY TIME OFF (CTO)

- 5.01 Employees may accrue up to a maximum of 48 hours of CTO, which may be “carried over” indefinitely, and which will not be subject to automatic annual cash-out. Employees shall use no more than 48 hours of CTO each fiscal year.
- 5.02 Overtime may, at the employee’s option, be compensated in the form of compensatory time off credit subject to the following conditions:
 - A. Compensatory time shall be credited on an hour-for-hour basis except to the extent that it constitutes FLSA overtime (more than 182 hours in the 24-day work period), such to be credited on an hour and one-half for each FLSA overtime hour worked. Time earned is not officially available until credited. Time earned shall not be credited until the following pay period.
 - B. In the event an overtime shift is worked which qualifies for time and one-half under FLSA guidelines and the employee chooses to bank the time, for each 24 hour shift worked, 24 hours shall be credited to the employee’s compensatory time bank and 12 hours paid at the hourly rate. All time shall be taken in 24 hour increments.
 - C. Scheduling of time off will be in accordance with Leave time policy of the Rules, Regulations, Operations and Procedures Manual.
 - D. Compensatory time recorded and available to be taken off shall not exceed two shifts (48 hours) at any given time. Time off taken will be recorded on the day taken. Time credited to be available for use will not be reconciled until the following pay period.

SECTION 6 – COURT STANDBY TIME

- 6.01 Court Standby Pay. For Court standby time as a result of a duty related incident, employees shall be paid two hours compensation for the AM hours; two additional hours will be granted for the afternoon, if requested by the court. Employees with hardships may provide a telephone number and/or email address for contact.

SECTION 7 – ASSIGNMENT PAY

7.01 Employees, assigned to and serving in the functions below shall receive Assignment Pay as follows:

Deputy Fire Marshal	13% of "H" Step of Current Rank
Training Officer	13% of "H" Step of Current Rank
Inspectors/Fire Prevention	13% of "H" Step of Current Rank

7.02 Assignment Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (4) of the PERS regulations.

7.03 Pay of employees assigned to Fire Prevention is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (4) of the PERS regulations.

SECTION 8 – ASSISTANT PARAMEDIC COORDINATOR BONUS PAY

8.01 Employees assigned to and serving in the function of Assistant Paramedic Coordinator shall receive a bonus pay of \$75.00 per month per employee.

8.02 Assistant Paramedic Coordinator bonus pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (1) of the PERS regulations.

SECTION 9 – PARAMEDIC SUPPLY COORDINATOR BONUS PAY

9.01 Employees assigned to and serving in the function of Paramedic Supply Coordinator shall receive a bonus pay of \$75.00 per month per employee.

9.02 Paramedic Supply Coordinator bonus pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a) (1) of the PERS regulations.

SECTION 10 – CERTIFICATION PAY

10.01 Up to three employees, selected by the Fire Chief and certified as members of the South Bay Arson Team shall receive bonus pay in the amount of \$75.00 per month.

10.02 Up to three employees selected by the Fire Chief and certified in Self-Contained Breathing Apparatus repair shall receive bonus pay in the amount of \$75.00 per month.

- 10.03 Bonus pay for Members of the South Bay Arson Team and Self-Contained Breath Apparatus repair is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the PERS regulations.

SECTION 11 – HARBOR PATROL OFFICER QUALIFICATION BONUS PAY; DEPUTY HARBOR MASTER/BOAT CAPTAIN RELIEF

- 11.01 The Fire Chief may designate up to three employees to develop and maintain qualifications for Harbor Patrol Officer and these employees shall receive Qualification Bonus Pay of \$75.00 per month.
- 11.02 A list of personnel qualified to serve as relief Deputy Harbor Master/Boat Captain shall be created and maintained by the Fire Department. To be so qualified an employee must have successfully completed the examination for this classification (formerly Sergeant.) If the number of such qualified employees is at any time less than three, then an employee with at least 12 months experience as a Harbor Patrol Officer and currently serving in that position shall be considered qualified.
- 11.03 Whenever there is a vacancy in the classification of Deputy Harbor Master/Boat Captain, the vacancy shall be filled first from within the current staff in the same classification. If no one in the classification can be contacted, then the relief list described in section 11.02 above shall be used to fill the vacancy by mandate. If no one on the relief list can be contacted, the current staff shall be mandated to fill the vacancy. The relief list shall only be mandated to fill the vacancy on an emergency basis as determined by the Fire Chief or to fill unplanned vacancies. The provisions of this Article on filling vacancies do not create any additional compensation for any personnel. Compensation for assignment or acting pay shall be determined solely by other provisions of this MOU.

SECTION 12 – DMV COORDINATOR BONUS PAY

- 12.01 An employee selected by the Fire Chief as the DMV Coordinator shall receive bonus pay in the amount of \$75.00 per month.
- 12.02 DMV Coordinator bonus pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the PERS regulations.

SECTION 13 – TEMPORARY PROMOTIONAL ASSIGNMENT PAY AND ACTING APPOINTMENT

- 13.01 Employees temporarily assigned/promoted must work 120 hours in that position to be eligible for pay for the time worked out of class. After having worked 120 hours, the employee will thereafter remain eligible for out-of-class pay.

13.02 The rate of out-of-class pay is 5% above the employee's regular rate of pay. These provisions on pay shall not apply to any Engineer or Paramedic assigned on a temporary basis to the position of Harbor Patrol Officer.

13.03 Employees shall be selected for an acting appointment from an existing eligibility list for the position that needs to be filled temporarily.

SECTION 14 – LIGHT DUTY BONUS EXCLUSION

14.01 Shift employees temporarily assigned to Administrative duties while on light duty will not receive any Inspector/Administrative assignment pay.

SECTION 15 – LABOR CODE SECTION 4850 TIME

15.01 The City will only deduct taxes from Labor Code Section 4850 payments that are required by law to be deducted.

SECTION 16 – BILINGUAL PAY

16.01 The City shall pay a language proficiency bonus of \$75.00 per month to all employees approved by the Fire Chief and the Assistant City Manager, and who are certified by Human Resources in the following languages: American Sign Language, Arabic, Japanese, Korean, Chinese, Vietnamese, and Spanish.

16.02 Employees shall be tested for oral language skills by the Assistant City Manager and his or her designee. Only those employees receiving a passing score on the test will be eligible for bilingual pay.

16.03 Bilingual Pay is compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the PERS regulations.

SECTION 17 – DIRECT DEPOSIT

17.01 Direct deposit of payroll checks is the agreed upon method by which all employees receive their paycheck. Authorization for direct deposit shall be made by each employee to the financial institution of his or her choosing, in the manner required by the City's existing direct deposit provider.

SECTION 18 – REALLOCATION AND REORGANIZATION

18.01 The City shall meet and confer with the Redondo Beach Firefighters Association on the impact of any reallocation or reorganization.

SECTION 19 – INSTRUCTOR PREMIUM PAY

19.01 A premium of \$2.80 per hour will be paid to an employee as designated by the Fire Chief for work performed as Instructor while teaching courses that are reimbursable by the Department of Boating and Waterways.

SECTION 20 – EDUCATIONAL INCENTIVE PAY

20.01 Education incentive pay earned under this section is compensation earnable within the meaning 20636 of the California Government code and section 571 (a) (4) of the PERS regulations.

20.02 Upon completion of the education requirements, employees shall be entitled to education pay above his or her base pay as follows:

Employees are eligible to achieve the following levels of education incentive bonus pay in addition to their base salary:

COLLEGE DEGREE	BONUS PAY	CERTIFICATE/COURSE COMPLETION	CERTIFICATE BONUS PAY	<u>MAXIMUM PAYS COMBINED</u>
Grandfathered 45 units or more	1%			
AA/AS	3%	FF II/EMT or EMT-P	3%	
BA/BS	6%	Driver Operator (1A & 1B) or Department of Boating and Waterways Basic	1%	
MA/MS/MBA or higher degree	8%	Fire Officer	3%	
		Chief Officer	3%	
Maximum Degree or Certificate Pay	8%		10%	18%

College Degree Bonus Pay shall only be paid for degrees obtained through regionally accredited colleges or universities as determined by the Western Association of Schools and Colleges or other similar regional accrediting organization for educational institutions in the United States. Human Resources must certify that the institution meets the accreditation recognized by the Human Resources office. The change in this requirement shall not apply to employees for educational programs in which they were participating on or before November 24, 2014.

The maximum College Degree Bonus Pay is 8% of base pay. The maximum Certificate Bonus Pay is 10% of base pay. The maximum College Degree and Certificate Pay an employee can earn is 18% of base pay.

Those 12 employees under the previous Education Incentive system who were earning 4% of their base pay for 45 units or more of college credit as of June 30, 2008, shall be grandfathered in and shall receive an additional 1% for the duration of their employment or until such time as they achieve the next level of college degree-based education.

Effective June 30, 2008, the minimum qualifications for Captain shall be modified to include Fire Officer Certification.

Effective June 30, 2008, the minimum qualifications for Fire Engineer shall be modified to include California State Fire Marshal Training Fire Apparatus Driver Operator (1A & 1B). Any change in this requirement shall not apply to the eligibility list resulting from the January 2015 promotional process.

In order to receive the State Fire Officer and Chief Officer bonuses an employee is not required to possess the certificate for those designations and eligibility for the bonuses is not dependent upon service in any particular rank. An Employee shall be eligible to receive for the State Fire Officer and Chief Officer bonuses upon successful completion of all of the educational requirements for those certifications.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 – PERS RETIREMENT PLAN

- 1.01 Employees who are first employed by the City in a position within the local firefighter membership classification on or before June 29, 2012 are eligible to participate in Tier I Local Firefighter benefits. Employees who are first employed by the City in a position in the local firefighter membership classification on or after June 30, 2012 are eligible to participate in Tier II Local Firefighter benefits.

Employees who are first employed by the City on or after January 1, 2013, and who are “new members” as described in the Public Employee Pension Reform Act of 2013 (“PEPRA”) are eligible to participate in Tier III Local Firefighter Benefits.

- 1.02 The City provides the 3% @ 55 Retirement formula, pursuant to Government Code Section 21363.1, for employees appointed to the classes in this bargaining unit. This benefit formula will apply to both the City’s Tier I Local Firefighter Plan and Tier II Local Firefighter Plan. Tier III employees shall be provided the 2.7% @ 57 retirement formula pursuant to PEPRA, with retirement benefits to be based on the highest 36 consecutive months.

- 1.03 To and concluding on June 30, 2017, the City will pay the employee contribution to the Public Employees' Retirement System (CalPERS) for employees receiving benefits under the Tier I Local Firefighter plan, in the amount of nine percent of CalPERS reportable salary, said amount to be paid into each employee's account per Government Code Section 20691. Tier III employees shall continue to pay 50% of normal cost as determined by CalPERS. This shall be paid by payroll deductions. The City shall pay no portion of this contribution.
- 1.04 To and concluding June 30, 2017, the City will pay a portion of the employee contribution to the Public Employees' Retirement System (CalPERS) for employees receiving benefits under the Tier II Local Firefighter plan, in the amount of 4.5% of CalPERS reportable salary, said amount to be paid into each employee's account per Government Code Section 20691. Employees receiving benefits under the Tier II Local Firefighter plan are responsible for paying the remaining 4.5% of the employee contribution required by CalPERS.

To and concluding June 30, 2017, the portion of the employer contribution that will be paid for by Association members shall be equal to 3% of CalPERS reportable compensation. Effective upon ratification of this agreement by the Association, Tier III employees shall no longer pay the 3% cost sharing. This 3% employee pick up of the employer contribution to CalPERS shall terminate for all employees effective 12:01 a.m. PST July 1, 2017.

- 1.05 Effective July 1, 2017, Tier I and Tier II employees shall pay 8% of reportable compensation, as their employee member contribution to the California Public Employees Retirement System (CalPERS) on a pre-tax basis and by payroll deduction. Also effective July 1, 2017, Tier I and Tier II employees will pay 1% of reportable compensation to CalPERS by payroll deduction as cost sharing of the employer contribution pursuant to Government Code section 20516(f). If July 1, 2017 is not the first day of a City pay period, the reductions in question shall be effective on the first day thereafter that is the first day of a City pay period. Both the City and RBFA understand that CalPERS may question the permissibility of this arrangement and agree to reopen this provision to discuss alternative arrangements if a binding determination is rendered declaring this arrangement is unlawful. Tier III employees shall continue to pay 50% of normal cost as determined by CalPERS. This shall be paid by payroll deductions. The City shall pay no portion of this contribution. The Association and City specifically agree that the employee pickup of a portion of the employer CalPERS contribution will continue in force and effect beyond expiration of this MOU until new or modified terms are agreed to by the Association and City.

SECTION 2 – OPTIONAL CONTRACT PROVISIONS

2.01 Optional Benefits – Tier I Local Firefighter Plan

In addition to the 3% @ 55 benefit formula provided for in Section 1.01 of this Article, the following options will be available to employees participating in the Tier I Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. One-year Final Compensation (§20042).
- E. Credit for Unused Sick Leave (§20965).
- F. Employer Paid Member Contributions as Compensation (§20692).

Effective July 1, 2017 and in accordance with Article IV, Section 1.05, the City shall pay 1% of reportable compensation towards the Tier I employee's member contribution to PERS. During the employee's final compensation period, the City shall stop paying this 1% employee member contribution to PERS and instead shall increase the pay rate of the electing employee by 1% in accordance with Government Code Section 20692.

- G. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

The PERS optional benefits provided in this Section 3.01 shall only be available to employees participating in the Tier I Local Firefighter benefit plan and shall not be available under the Tier II Local Firefighter plan.

2.02 Optional Benefits – Tier II Local Firefighter Plan

In addition to the 3% @ 55 benefit formula provided for in Section 1.01 of this Article, the following options will be available to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).

D. One-year Final Compensation (§20042).

E. Credit for Unused Sick Leave (§20965).

F. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.02, no other CalPERS optional benefits shall be available to employees participating in the Tier II Local Firefighter benefit plan.

2.03 Optional benefits – Tier III Local Firefighter Plan. In addition to the 2.7@57 benefit formula provided for in Section 1.02 of this Article, the following options will be available to employees participating in the Tier III Local Firefighter benefit plan:

A. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).

B. Post-Retirement Survivor Allowance (§21624 and §21626).

C. Military Service Credit as Public Service (§21024).

D. Credit for Unused Sick Leave (§20965).

E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

SECTION 3 – LATERAL TRANSFERS

3.01 Lateral transfers shall receive service credit for their service with other agencies to determine their vacation accrual rate at the time of their initial employment with the City.

SECTION 4 – SICK LEAVE CREDIT FOR RETIREMENT

4.01 No employee shall be entitled to use accrued sick leave or any other sick leave entitlement to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21025.2 of the Government Code as it now exists or may hereafter be amended.

4.02 For purposes of reporting credit for accrued sick leave at time of retirement (Section 20965 of the Government Code), the formulas used shall be based on the total hours of sick leave that the employee accrued, or would have accrued, at an accrual rate of six shifts per year up to the maximum allowed, less those sick leave hours that the employee did use, divided by eight, equals number of days of credit for unused sick leave.

The formula for all employees with an initial hire date prior to July 1, 1979, shall be total hours of sick leave that would have accrued based on length of service up to the maximum allowed of 6,240 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 – HEALTH INSURANCE

Active Employees

- 1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents, 2) an enrolled retiree and eligible dependents or 3) a surviving annuitant. The PEMHCA statutory minimum for 2017 is \$128 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution For Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.
- 1.02 In addition, the City shall implement a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), vision, life and psychological insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective the first full pay period of July 2020:

	<u>Monthly Allowance</u>
Employee Only	\$1200
Employee +1	\$1300
Employee +2 or more	\$1425

Effective the first full pay period of July 2021:

	<u>Monthly Allowance</u>
Employee Only	\$1200
Employee +1	\$1400
Employee +2 or more	\$1650

Effective the first full pay period of July 2022:

	<u>Monthly Allowance</u>
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Employee Only	\$1200
Employee +1	\$1500
Employee +2 or more	\$1850

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Monthly Allowance will not increase.

Retirees

Tier I Retirees – Retirees Hired Before July 1, 2011 And Not Medicare-Age Eligible

1.03 For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the single retiree medical premium in which the retiree is enrolled ("Tier I Retiree Differential Payment") The Tier I Retiree Differential Payment shall only be provided to a Tier I Retiree who meets all of the following criteria:

- Has a minimum of 20 years of full-time service on the City payroll and who begins drawing pension benefits from CalPERS within 120 days of separation.

When a Tier I Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance

coverage selected by the Tier I Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I Retiree selecting any such option. When the Tier I Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or the Tier I Retiree Differential Payment.

For an employee who qualifies for the above benefit, and chooses to enroll in the HMO medical plan with his or her spouse, the City shall pay the Blue Shield HMO rate each month toward the employee and his or her spouse's HMO premium. It is the parties' intention to maintain the status quo in the transition to PERS insurance. The addition of HMO options is not the status quo, but a necessary element of the transition. The parties agree that the City contribution shall be that of the Blue Shield HMO which is the closest option to the status quo. By so agreeing, neither the City nor the Association are waiving any rights regarding seeking a higher or different contribution rate or formula in subsequent negotiations for a successor MOU.

The HMO medical plan benefits for retired members and their spouses shall be equal to HMO medical plan benefits provided to active members.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

- 1.04 Employees hired on or after July 1, 2011 ("Tier II Retirees") shall be eligible to receive a contribution towards the premium costs of health insurance during retirement under the terms of this Section. The contribution provided shall be determined by a Tier II Retiree's years of continuous service with the City, as follows:

A. The Employer Minimum Contribution for Retirees; plus

The differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"): For retirees who retire with 10 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above; For retirees who retire with 15 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above; For retirees who retire with 20 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees and 75% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above; For retirees who retire with 25 years of continuous City service, the City will also pay the retiree the difference between the Employer Minimum Contribution for Retirees

and 100% of the Tier I Retiree Differential Payment as outlined in Section 1.03 above.

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment.

A. The benefits provided under this Section 1.04 shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

1. The employee must retire from City employment and begin receiving pension benefits from CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City.
3. Individuals receiving benefits must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution above the minimum contribution required by law under this section.

Retirees That Are Medicare-Age Eligible

1.05 Beginning with the transition to the PERS Health program in 2017, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

Limitations

1.06 A retiree's right to receive a City contribution, and the City's obligation to make a mandatory contribution on behalf of retirees, shall only exist as long as the City contracts with CalPERS PEMHCA for medical insurance. In addition, while the City contracts with CalPERS, its obligation to make mandatory contributions on behalf of retirees shall be limited to the minimum contribution required by law.

Opt Out

1.07 Unit Employees may elect not to participate in the PERS Health Plan and therefore "opt out" of PERS Health insurance coverage. Effective the first full pay period of July 2020, upon proof of other coverage, unit employees may elect to waive the City's medical insurance and receive 50% of the cost of the medical premium for the tier they are eligible: Employee, Employee +1 or Employee + 2, up to a maximum of \$1210 per month. Unit employees may use this "opt out" amount toward other items in the Cafeteria Plan or convert it to taxable income. For new employees hired after July 31, 2020, the maximum "opt-out" cash back available will be \$900 per month. Employees may only opt out of the City's insurance benefits and receive the opt-out benefit with proof of enrollment in a qualified alternative group insurance plan. However such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

Employees wishing to subsequently re-enroll in the PERS Health plan may do so only during the "open enrollment period", unless a qualifying event occurs. A qualifying event shall be defined as set forth in the PERS Medical Plan.

SECTION 2 – LIFE INSURANCE

- 2.01 The City shall provide each member with a life insurance plan of \$50,000. Dependent term life insurance in an amount up to \$1,500 shall be made available to qualified dependents.
- 2.02 The City shall offer an accidental death and dismemberment (AD&D) insurance plan for active employees in the amount of \$50,000. Such AD&D insurance shall provide 24-hour coverage.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 – SICK LEAVE PLANS

- 1.01 Employees with an initial date of employment on or after July 1, 1969, and prior to July 1, 1979, and who are assigned to work a 24 hour shift, shall be allocated a maximum of 130 shifts or 3,120 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 1.02 Employees with an initial date of employment on or after July 1, 1969, and prior to July 1, 1979, and who are assigned to work a 4/10, 5/8 or other schedules, shall be allocated a maximum 2,080 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2). Such employees with an initial date of employment prior to July 1, 1969, shall be allocated a maximum of 4,160 hours of sick leave with full pay that if used may be restored upon returning to full duty for a period of 13 consecutive weeks pursuant to Redondo Beach Municipal Code Section 2-3.514(d)(2).
- 1.03 Employees with an initial date of employment on or after July 1, 1979, who are assigned to work a 24 hour shift, may accrue a maximum of 130 shifts or 3,120 hours of sick leave with full pay that may be accrued at a rate of six shifts or 144 hours per year based on continuous full time employment. Employees who are assigned to work a 4/10, 5/8 or other schedules, may accrue a maximum of 2,080 hours of sick leave with full pay that may be accrued at a rate of one day per month for each month of full-time employment up to the maximum limit per year not to exceed 120 hours.
- 1.04 An employee who suffers a serious injury or illness may utilize a long term disability sick leave bank of 2,080 non-replenishing hours that shall be available for use following a 30 calendar day qualifying period. During the qualifying period, such employee may use accrued sick leave, vacation leave, holiday leave, authorized professional time (APT), or any other paid leave to provide salary continuation. Any long-term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 1.05 The Fire Chief may require sick leave verification without prior written notice at any time during a sick leave absence, and shall be based on the employee's previous sick leave and attendance record. In no instance shall sick pay of more than three work days for employees assigned to 40-hour staff assignments, or two shifts for employees assigned to a 24 hour shift be granted unless certified as necessary by an official physician.

SECTION 2 – SICK LEAVE UTILIZATION BONUS

- 2.01 Effective after the commencement of each fiscal year on July 1, the City shall pay an annual bonus of \$2,500 to each employee, who did not use any sick leave during the preceding 12 month fiscal year. Only those employees who are on the payroll as of the beginning of the first payroll period in July following the fiscal year in which they qualify for the bonus shall be eligible to receive the bonus. Employees who retire on or after July 1, and who qualify for the bonus, shall receive the bonus in their final paycheck.
- 2.02 The City shall pay an annual bonus of \$1,000 to each employee who did not use more than one 24 hour shift of sick leave during the preceding 12 month fiscal year.
- 2.03 Sick leave used as Family Leave shall not be considered as Sick Leave for the purpose of determining eligibility of Sick Leave Bonus.

The sick leave plan set forth in this Section shall supersede and make null and void any and all conflicting provisions of the Redondo Beach Municipal Code, Section 2-3.514 (d) related to limits of sick leave with pay.

ARTICLE VII. HOLIDAY, VACATION, OTHER LEAVE BENEFITS, AND SWAPPED SHIFTS

SECTION 1 - HOLIDAYS

- 1.01 The City has recognized specific dates throughout the year as legal holidays, during which routine, non-emergency services are not performed. Given the nature of fire suppression and emergency medical services, and the City's policy of constant staffing, the City and the Association acknowledge that the members of this Unit are unable to observe "paid holidays" in the same manner as are non-safety, administrative staff.
- 1.02 Effective the first full pay period following adoption of the MOU, employees with less than 20 years of service will receive 144 hours of holiday time for the period of January 1, 2020 through December 31, 2020. Beginning in 2021, and each year thereafter, employees with less than 20 years of service will receive, with the first pay period of the calendar year, 144 hours of holiday time.
- 1.03 Effective the first full pay period following adoption of the MOU, employees with 20 or more years of service will receive 216 hours of holiday time for the period of January 1, 2020 through June 30, 2020. Beginning in 2021, and each year thereafter, employees with more than 20 years of service will receive, with the first pay period of the calendar year, 216 hours of holiday time.

- 1.04 Prior to December 31 of each calendar year, the Fire Chief or his/her designee shall notify each bargaining unit member in writing of their unused holiday leave balance. Such notice shall also inform the employee of their obligation to schedule their holiday leave or select a payment option as follows:
- A. The employee may request cash payment for unused holidays at any time during the calendar year in which such leave time is accrued. Cash payment for holiday hours will be reported as Special Compensation in the pay period in which it was earned.
 - B. During December of each calendar year, unused holidays accrued during the previous calendar year and not scheduled for use, or not used by December 31st of each year, shall be converted to cash or to vacation leave. The employee shall have the option to cash out such holiday leave, or to convert holiday leave to vacation leave; provided, however, that if the employee is unwilling, unable, absent, or incapable of selecting an option, all such accrued holiday leave shall be automatically converted to vacation leave.
 - C. Employees who separate from City employment shall be paid for a pro rata portion of holiday pay, to the extent unused as of the date of separation, for the months of the calendar year between January 1 and the effective date of the employee's separation.
- 1.05 When converting the holiday accrual bank from shift (suppression) to staff (40 hour workweek), the conversion rate of unused holiday hours is two thirds (.6666). When converting the holiday accrual bank from staff (40 hour workweek) to shift (suppression) the conversion rate of unused holiday hours is one and a half (1.5).
- 1.06 Annual accrued Holiday Pay as described above is defined as compensation earnable within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the PERS Regulations.

SECTION 2 – VACATIONS

- 2.01 Suppression employees shall accrue vacation based upon their years of full-time employment with the City, or in the case of lateral hire personnel, based upon their years of firefighting service, as follows:

Completed Years of Service	Annual Accrual Rate	Maximum Accrual
1 through 9	144 hours per year	288 hours
10 through 20	216 hours per year	432 hours

Vacation accrual rates for 40-hour work week employees shall be as converted from shift (suppression) to staff (40 hour week) as follows:

Completed Years of Service	Conversion Rate	Multiply Unused Hours By
1 through 9	Shift (Suppression) to Staff (40 hours)	.8333
1 through 9	Staff (40 hours) to Shift (Suppression)	1.2
10 and up	Shift (Suppression) to Staff (40 hours)	.7407
10 and up	Staff (40 hours) to Shift (Suppression)	1.35

- 2.03 Employees shall be eligible to take vacation time off as it is accrued.
- 2.04 Employees shall be eligible to accrue a maximum of two years vacation leave.
- 2.05 Employees may voluntarily elect to cash out vacation once per fiscal year. At no time shall an employee cash out more than his/her annual accrual amount.
- 2.06 Accrual will cease at the maximum accrual set forth above until vacation is used or cashed out in an amount sufficient to bring the employee's vacation balance below the maximum accrual. Any time maximum accruals are reached, any hours over the maximum accrual will be automatically cashed out for the employee.
- 2.07 No member shall sell or otherwise dispose of their annual vacation to another member; except that an exchange of vacations may be made with express permission of the Fire Chief.

SECTION 3 – FAMILY LEAVE

- 3.01 An employee shall be eligible to use up to one half of sick leave accrued annually, or a maximum of three shifts in a fiscal year for care due to illness or injury of an immediate family member or substitute family members as defined in Article 1, Section 1. The leave benefit provided in this subsection supersedes and makes null and void the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Code.

SECTION 4 – BEREAVEMENT LEAVE

- 4.01 Upon the death of a member of an employee's family, an employee shall be granted up to a maximum of two shifts of Bereavement leave per qualifying incident. A qualifying incident is defined as the death of a father, mother, brother, father-in-law, mother-in-law, sister, spouse, registered domestic partner, child,

legal dependent or pre-designated substitute family members for those persons defined as above. Employees who pre-designate a substitute family member must secure a one-time approval for the designation from the Human Resources Department. Approval can be requested either prior to death or at the time bereavement leave is requested. This is a separate benefit from Sick Leave.

SECTION 5 – LEAVE OF ABSENCE

- 5.01 The City Manager or his/her designee may grant a leave of absence to a permanent employee with or without pay for a period not to exceed one year. No such leave shall be granted except upon a written request of the Employee setting forth the purpose and duration of the request. Approval shall be in writing and a copy filed with the Human Resources Director. Upon the expiration of a regularly approved leave, or within a reasonable length of time after notice to return to duty, the Employee shall be returned to the position held at the time the leave was granted. Failure on the part of an Employee on leave to return promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

SECTION 6 – SWAPPED SHIFTS

- 6.01 Subject to the requirements contained within this section, the Department shall permit employees of the same rank and possessing substantially similar job-related qualifications to substitute for one another during scheduled work hours in performance of work in the same capacity (“Swapped Shifts”).
- A. Swapped Shifts are permitted only to the extent that hours an employee works as a substitute may lawfully be excluded in the calculation of the hours for which the employee is entitled to overtime pursuant to 29 USC §207(p)(3), 29 CFR § 553.31 and this Memorandum of Understanding (the “Overtime Exclusion”). The Association and the Director of Human Resources, or designee, shall meet not less than annually to review actual Swapped Shifts and reasonably conclude the Overtime Exclusion remains permitted.
 - B. When one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. The employee who substitutes for another shall not be entitled to any compensation for hours worked on any Swapped Shifts.
 - C. Employees' decisions to substitute for one another must be exclusively for the employee's own convenience and made freely and without coercion, fear of reprisal, or promise of reward by the Department, direct or implied. Notwithstanding the foregoing, the Department may suggest an employee substitute with another employee working in the same capacity during regularly scheduled hours, but each employee shall be free to refuse to perform such

work without sanction and without being required to explain or justify the decision.

- D. Notwithstanding the foregoing, any agreement between individuals to Swapped Shifts must be pre-approved by the on-duty Division Chief. Pre-approval requires that the employee who intends to substitute for another advise the Division Chief (before the Swapped Shifts) what work will be done, that the employee will perform such work, and the location where such work will be performed, and receive consent to the Swapped Shifts. The Division Chief may reasonably deny approval, and the Department may unilaterally refuse all requests if there is a change in law determining that the Overtime Exclusion is no longer permitted.
- E. The Department is not required to keep a record of the hours of any substitute work. Notwithstanding the foregoing, the Department may code time entries as it determines appropriate for its sole and exclusive use.
- F. The Department and the City shall have no responsibility to ensure any employee who substitutes for another receives an in-kind Swapped Shift. Any obligation to provide or balance Swapped Shifts shall be exclusively between the individual employees who agree to Swapped Shifts. The employee owing the shift who fails to pay it back prior to separating service from the City (except in the event the separation is caused by illness, injury or circumstances that were not reasonably foreseeable) or voluntary movement out of a classification shall defend, indemnify and hold the Department and City harmless from any claim by an employee claiming entitlement to any compensation (including claims related to overtime, liquidated damages and attorney fees) for hours worked on any Swapped Shifts. In the event the employee owing the shift is separated unforeseeably under the exception above, then the Association shall defend, indemnify and hold the Department and City harmless from any claim by an employee claiming entitlement to any compensation (including claims related to overtime, liquidated damages and attorney fees) for hours worked on any Swapped Shifts.

ARTICLE VIII. ASSOCIATION RIGHTS

SECTION 1 – ASSOCIATION RIGHTS

- 1.01 The Association retains all rights not specifically delegated by this MOU otherwise reserved to the Association by law.

SECTION 2 – ASSOCIATION BUSINESS

- 2.01 The Association shall be eligible for an aggregate total of 240 hours per fiscal year of non-cumulative leave with pay for the purpose of attending seminars or conferences related to employee-employer relations, grievance representation

and other Association business. The Association shall provide reasonable advance written notice to the Fire Chief or the designee of the Chief, of employees involved. Such leave shall be granted upon request, subject to the City's personnel staffing and service needs and shall not be unreasonably denied. This provision shall be exclusive of such reasonable time that may be granted to Association representatives to meet and confer with City representatives on matters related to wages, hours and other terms and conditions of employment.

SECTION 3 – ASSOCIATION OFFICE

- 3.01 The Association shall be allowed by the City to maintain an office and to conduct Association business at Fire Station 1. The location of the office shall be mutually agreed upon by the Fire Chief and the Association. Office supplies and telephones will be supplied at the Association's expense.

SECTION 4 – ASSOCIATION TELEPHONES

- 4.01 The City shall provide the Association an amount of \$200.00 per month in exchange for the Association accepting all responsibility for managing the Association telephones located in each Fire Station.

ARTICLE IX. MANAGEMENT RIGHTS

SECTION 1 – MANAGEMENT RIGHTS

- 1.01 The City and Association agree that the City has the right to make all management decisions that are outside of the scope of bargaining, as defined by federal, state and local law(s), except as modified by this MOU, Civil Service Rules and Regulations or Fire Department Rules and Regulations. Additionally, the City retains all rights not specifically delegated by this MOU and the past MOU, including, but not limited to the exclusive rights to:
- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, 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 classes and personnel by which government operations are to be conducted;
 - E. Determine the overall mission of the unit of government;

- F. Maintain and improve efficiency and effectiveness of government operations;
 - G. Take any necessary legal actions to carry out the mission of an agency in situations of emergency; and
 - H. Take any necessary legal actions to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law.
- 1.02 Where required by law the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and other terms and conditions of employment unless the impact consequences of the exercise of a management right is provided for in this MOU, Civil Service Rules and Regulations, or Fire Department Rules and Regulations.

SECTION 2 – LAYOFF PROCEDURE

- 2.01 The City Council or Administrative Authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two (2) weeks advance notice of separation and the reason therefore. The conditions of layoff shall be as follows:
- A. Order of Separation: The principle criterion used in determining the order of separation shall be seniority. The principle criterion used in determining bumping rights shall be seniority, time worked within the classifications within the city, provided the employee presently possesses the skills, ability and qualification to perform the job.
 - B. Bumping Rights: The employee laid off shall be entitled to bump to the position in a class in which they currently or formerly held a permanent appointment, and in which there is an employee with less seniority in the class, if physically and mentally able to perform duties of the former class. After the City has notified the affected employee, if any, the bump, they must notify the Human Resources Director of their intent to exercise the bumping rights within ten (10) calendar days of the position, and classification in the city which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person that is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to a position in a class within the City in which they formerly held a position. For the purpose of this section, seniority includes all periods of full-time service with the City

or above the classification level where layoff is to occur.

- C. Exception: An exception to this procedure will be applicable only in the event that a more senior employee in the classification of Firefighter is to be laid off rather than a less senior employee classified as a Firefighter/Paramedic. In that case, the less senior Firefighter/Paramedic will be laid off. In the event the retention of the employee classified as a Firefighter causes a budgeted position in the classification of Firefighter/Paramedic to remain open, the Association agrees that the open position referenced will be filled by the Firefighter whose job was retained. The Firefighter shall be given a reasonable opportunity to enroll in the required courses and training and satisfactorily complete such training so as to obtain any necessary certificates and thereafter serve as a Firefighter/Paramedic as soon as possible. If said employee refuses to serve in the position of Firefighter/Paramedic or fails to qualify for the position, said employee will be laid off and the less senior Firefighter/Paramedic who was laid off initially will be re-hired into this former Firefighter/Paramedic position.
- D. Reemployment Rights: Fire personnel laid off are eligible for reemployment to their previous position for a period of three years, and shall be re-employed in preference to new applicants. Fire personnel laid off shall have the rights to participate in promotional examinations within the Department for a period of three years. Fire personnel who elect to take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain re-employment rights for five years, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class. The name of any person appearing on a re-employment list shall be removed by the Human Resources Director if they fail to respond within ten (10) business days to a notice sent by certified or registered mail to their last known address.

ARTICLE X. FIREFIGHTER PROCEDURAL BILL OF RIGHTS, GRIEVANCE PROCEDURE AND OPEN DOOR POLICY

SECTION 1 – FIREFIGHTER PROCEDURAL BILL OF RIGHTS

- 1.01 The parties agree to comply with the Firefighter Procedural Bill of Rights and City and department procedures for ensuring compliance with the Firefighter Procedural Bill of Rights. Any existing MOU provisions which provide greater rights shall remain in effect unless clearly contrary to the Firefighter Procedural Bill of Rights.

SECTION 2 – GRIEVANCE PROCEDURE

2.01 A. A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU or the Fire Department Rules and Regulations.

B. The City and Association agree employee suspension, demotion and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend, demote, or discharge shall be limited to the question of whether or not there was just cause for suspension, demotion or discharge, as charged, and, if so, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.

2.02 Employee Grievance Procedure Steps.

A. Informal Complaint.

1. Within 21 calendar days from the occurrence of the matter on which the complaint is based or within 21 calendar days from his/her knowledge of such occurrence, whichever is later, an employee shall discuss the complaint in a meeting with the immediate supervisor.
2. Within 21 calendar days from the day of discussion with the employee, the immediate supervisor, or in his/her absence his/her designee, shall orally reply to the employee's complaint.

B. Formal Complaint.

1. Step 1 - Immediate Supervisor.

- a. If the informal complaint is not resolved to the employee's satisfaction, within 14 calendar days of receipt of the oral answer from the immediate supervisor (or designee), the employee shall file a formal written grievance. Such written grievances shall:
 1. Reasonably and adequately describe the grievance and how the employee was adversely affected.
 2. Set forth the section(s) of the Memorandum of Understanding violated.

3. Indicate the date(s) of the incident(s) grieved or the date the employee acquired knowledge and how such knowledge was acquired.
 4. Specify the remedy or solution to the grievance sought by the employee.
 - b. Within 14 calendar days, the immediate supervisor or designee shall give his/her decision in writing to the employee on the original copy of the grievance.
2. Step II - Fire Division Chief.
 - a. If the grievance is not resolved to the employee's satisfaction, within 14 calendar days from receipt of the decision at Step I, the employee may appeal the grievance to the Fire Division Chief. The original copy of the grievance form, with the reasons for dissatisfaction with the answer given by the immediate supervisor shall be submitted in writing to the Fire Division Chief.
 - b. Within 14 calendar days from receipt of the grievance, the Fire Division Chief shall meet with the employee and give his/her answer in writing. The employee may be accompanied by the employee's designated representative at the meeting.
3. Step III - Fire Chief.
 - a. If the grievance is not resolved to the employee's satisfaction, within 14 calendar days from receipt of the decision at Step II, the employee may appeal the grievance to the Fire Chief. The original copy of the grievance form, with the reasons for dissatisfaction with the answer given by the Fire Division Chief, shall be submitted in writing to the Fire Chief.
 - b. Within 14 calendar days from the receipt of the employee's grievance, the Fire Chief, or a designee who has not been involved in the grievance in prior steps, shall make a thorough review of the grievance and give a written decision to the employee.
4. If the parties mutually agree that utilization of any or all of these steps are unnecessary, the matter may then proceed to the next appropriate step.

- 2.03 A. A grievance unresolved by the Fire Chief, or not resolved to the satisfaction of the employee or Union, may be submitted to final and binding arbitration by the employee or Union by submitting a letter within 14 days to the Assistant City Manager requesting that the grievance be submitted to final and binding arbitration. The Union or employee waives the right to proceed if the request is not submitted by the deadline. The grievance submitted to final and binding arbitration shall be limited to the grievance originally filed at the second step.
- B. The arbitrator shall be selected from a list of nine (9) obtained from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate strikes of names shall mutually select the remaining unstruck name as the arbitrator. This shall not preclude the parties from selecting the arbitrator by mutual agreement without the necessity of utilizing the aforementioned strike process.
- C. Costs: Costs of the arbitrator and court reporter, if any, shall be shared equally by the City and the Association. It is agreed that under no circumstance shall the aggrieved employee(s) pay any part of the costs of arbitration.
- D. The arbitrator shall determine only whether or not there has been a misinterpretation, misapplication or violation of a particular provision of this MOU or the Fire Department Rules and Regulations and if so, what is the remedy. In making that determination, the arbitrator may interpret the MOU or Fire Department Rules and Regulations, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU or Rules and Regulations. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties.
- E. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOU, the arbitrator shall proceed to decide such issue before hearing the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case to the City Manager without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 3, Part 9, of the Code of Civil Procedure of the State of California.

- G. All time limits specified in the procedure may be waived by mutual written agreement.

SECTION 3 - OPEN DOOR POLICY

- 3.01 All employees are encouraged to attempt to resolve problems which may occur at work with their direct supervisor or the Fire Chief. The City recognizes that, in some circumstances, an employee may feel that he or she is being treated unfairly by a superior and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his or her supervisor and the Fire Chief, the employee may submit a written request for action to the Assistant City Manager.
- 3.02 A panel comprised of two individuals selected by the Assistant City Manager and one individual selected by the Association shall conduct a full investigation of the employee complaint. Should a majority of the panel determine that there is merit to the complaint, the Assistant City Manager will take appropriate corrective action.

ARTICLE XI. OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 – FIRE DEPARTMENT SUPPRESSION MINIMUM STAFFING

Effective the first full pay period of July 2020 through the expiration of this Agreement:

- 1.01 Fire Department Suppression Minimum Staffing: Shall mean the number of Fire Department positions authorized. The predetermined number of fire suppression personnel on each shift is 18 personnel minimum. At the conclusion of this Agreement, the predetermined number of fire suppression personnel on each shift will be 19 personnel minimum.
- 1.02 Minimum staffing for a Fire Department Engine company shall be three personnel: one Fire Captain, one Fire Engineer, and one Firefighter/Paramedic.
- 1.03 Minimum staffing for a Fire Department Truck company shall be three personnel: one Fire Captain, one Fire Engineer and one Firefighter Paramedic. At the conclusion of this Agreement, minimum staffing for a Fire Department Truck company shall be four personnel: one Fire Captain, one Fire Engineer, one Firefighter Paramedic and one Firefighter. In the event the City's one remaining Firefighter as of July 1, 2020 returns to work during the term of the Agreement, the City will utilize him as additional staffing above the 18 person minimum).
- 1.04 Minimum staffing for a Fire Department Paramedic Rescue shall be two personnel: two Firefighter/Paramedics.

- 1.05 Minimum staffing for a Fire Department Harbor Patrol Boat/Harbor Patrol Squad shall be two personnel: one Deputy Harbor Master/Boat Captain and one Harbor Patrol Officer.
- 1.06 In addition to the 18 suppression personnel minimum on each shift, the parties agree to one Redondo Beach Fire Department Chief Level Officer available 24 hours a day, seven days a week, to immediately respond, with the initial dispatch, to any emergency within the City.
- 1.07 The following are exceptions to maintaining on-duty fire suppression staffing:
- A. Training exercises with agencies that have mutual aid, or automatic aid agreements with the City.
 - B. Participation in emergency operations with such agencies.
 - C. Participation by no more than one person at a given time in Paramedic School or Training Tower for a 24 hour shift.
 - D. Assignment of one person at a time for no more than four hours to detail outside the geographic boundaries of the City.
- 1.08 When absences or vacancies cause the number of on-duty fire suppression personnel to fall below the pre-determined number of personnel per shift, personnel will be assigned or called back as provided in this Section.
- A. As much as possible, filling of vacancies shall be done on a rank-for-rank basis using the following process. Off-duty members in the rank, who have signed-up to work overtime, shall be selected from the "Rank Pick List." If there are no members signed up for the Rank Pick List, or one cannot be contacted, an off-duty member in the rank will be ordered in to fill the vacancy ("Rank Mandatory").
 - B. In the event that no off-duty members in the rank can be reached to fill the vacancy, a member who is listed as a candidate for promotion to the rank may be used to fill the rank ("Rank Candidate"). If that member is off-duty, they may be directed in to fill the vacancy.
 - C. If the Rank Candidate is on-duty in an alternate position, they may be moved into the vacant position to fill that rank. In that event, the position vacated by the Rank Candidate member shall be filled using the process described in steps A and B.

SECTION 2 – PERSONNEL FILES

- 2.01 Except as otherwise provided herein, all files, documents or writings, and an employee's personnel files maintained by both the Human Resources Department

and the Fire Department shall be made available to that employee upon request during normal business hours.

- 2.02 An employee has the right to respond in writing to material contained in a file pertaining to him/her. The employee's written submission will be attached to and filed with the material which formed the basis for the response.
- 2.03 This provision is not intended to expand either the grievance procedure or an employee's "Skelly" rights.
- 2.04 This provision is not intended to apply to any litigation file including Workers' Compensation files or to change current practice regarding personnel file documents, including but not limited to psychological test, polygraphs, and examination materials.
- 2.05 An employee shall have the right to waive their right of privacy and indicate that the President of the Association or the designated representative of the President shall have the right to inspect an employee's file. This waiver shall be in writing.
- 2.06 In recognition of the benefit to be derived from the free exchange of information, the Association agrees to a free exchange of information relating to Fire Department operations and/or personnel.

SECTION 3 – RESIDENCY

- 3.01 The parties agree there is no residency requirement for any employee in this bargaining unit.

SECTION 4 – CUSTODIAL SERVICE

- 4.01 The City shall provide custodial service to that portion of Fire Station No. 1 referred to as Administrative Offices.
- 4.02 Custodial duties are routine scheduled cleaning of the interior offices only.

SECTION 5 – PARAMEDIC TRANSPORT

- 5.01 In the event there is a change in City policy under which the transport services of its paramedic program are significantly expanded and there is in connection with and as a result of such change the implementation of fee revenues for such expanded transport services, the City under such circumstances agrees to meet and confer on request with the Association regarding the compensation of unit employees impacted herein.

SECTION 6 – EMERGENCY PERSONNEL LEAVE

6.01 The City and Association agree that employees are eligible for emergency personnel leave, pursuant to the Administrative Policy and Procedure No. 10.30.

SECTION 7 – STAFF WORK HOURS

7.01 Recognizing the need to serve the public with limited staff personnel:

- A. The Fire Chief shall have the unilateral authority to establish the work schedule for staff personnel. Scheduling shall include hours of work per day and days of work per week, not to exceed 40 scheduled hours.
- B. Activities required in excess of 40 hours per week shall be compensated pursuant to the terms of this MOU.
- C. Staff personnel is defined as those employees represented by the Redondo Beach Firefighters Association and assigned to positions other than Suppression.

7.02 The 10% bonus payment for the harbor assignments is hereby eliminated.

SECTION 8 – PROBATIONARY PERIOD

8.01 The probationary period for new hires is 12 months. In order to fully evaluate employees effectively, any employee absent from work for any reason, for 168 hours cumulatively during their probationary period shall have their probationary period extended for the number of hours that equals the total number of absences from work.

For example, a new employee absent 168 hours during their probationary period shall serve an additional 168 hours before successfully completing their probationary period.

SECTION 9 – TUITION REIMBURSEMENT

9.01 Employees shall be eligible to receive up to a maximum of \$1,500 per fiscal year for tuition reimbursement, up to a maximum total of \$20,000 for the employees covered by this agreement, for job-related or college-level courses that are part of the employee's program towards a college or university degree (AA, BA, BS, MS, MA). Such courses must be approved in advance by the Fire Chief.

SECTION 10 – SUPPLEMENT TO EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

10.01 The Employer-Employee Relations Resolution applies to employees subject to this MOU, except as these rules are supplemented by the following specific provision to Article I, Section 2:

"For purposes of this MOU, management employee does not include the classifications of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain, Deputy Harbor Master/Boat Captain or Harbor Patrol Officer."

SECTION 11 – CITY ADMINISTRATIVE POLICIES AND PROCEDURES

11.01 The Redondo Beach Firefighters Association agrees the employees and classes it represents must abide by the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988.

SECTION 12 – FIRE DEPARTMENT RULES AND REGULATIONS

12.01 The City and the Association have agreed to use Lexipol as the guide for updated Fire Department Rules, Regulations, Operations and Procedures Manual policies and agree that the policy sections and subject matters listed in Exhibit B are not included in the Department's Manual.

SECTION 13 – CIVIL SERVICE RULES AND REGULATIONS AND SUPPLEMENTS THERETO

13.01 The Rules and Regulations for Administration of the Civil Service System of the City of Redondo Beach in effect as of June 30, 1991, are incorporated herein by reference. Provided, however, that the following provisions shall supersede and make null and void any conflicting provisions in Rule IX and Rule XIII.

13.02 The City and the Association agree to the following wording in Rule IX, Section 2, Promotional Exams:

"The City shall initiate a promotional examination for a permanent position that is to be vacated within 90 days from the date that proper notification of said vacancy is provided to the Assistant City Manager."

13.03 Rule IX, Section 6, Notification of Exam Results, of the Civil Service Rules:

- A. Promotional examinations will be administered at the discretion of the Fire Chief and Assistant City Manager within the parameters established in the existing Civil Service Rules and Regulations.
- B. The City and the Association both wish to examine alternative methods of resolving disputes concerning questions used in the written examination portion of the promotional examination. The appeal process on the written component of promotional exams will utilize the following procedure whenever written examination material is developed by the City or purchased material is available for review.
 - 1. All questions protested in the written portion of the examination shall be resolved in the following manner:
 - a. The protest must be submitted within five working days; working days being defined as Monday through Friday excluding City recognized holidays.
 - b. The protest must be filed with the Assistant City Manager.
 - c. The protest must be submitted with justification.
 - 2. The Assistant City Manager will submit a copy of the protest with name removed to a Protest Panel composed of three Fire Department Officers from South Bay cities other than Redondo Beach. The Panel may be comprised of Officers from the same city.
 - 3. Guidelines for the Protest Panel shall be:
 - a. The majority opinion of Panel shall prevail.
 - b. Lack of a majority opinion shall result in question being deleted.
 - c. Panel may deny protest.
 - d. Panel may allow for more than one answer.
 - e. Panel may select the single best answer.
 - f. Panel may delete the question.
 - 4. The Protest Panel shall not be subject to cross-examination nor shall they be required to submit justification for their decision. Their decision is final and not subject to appeal.

5. On receipt of the results from the Protest Panel all scores shall be re-evaluated to reflect the Resolution of the findings of the Protest Panel."

13.04 The City and the Association agree to the following wording in Rule XIII, Section 2, Rejection Following Probation, of the Civil Service Rules:

"There shall be no unilateral extension of probationary periods by the City beyond established limits for classifications represented by the Association."

13.05 The City agrees to test and create promotional eligibility lists for Engineer and Captain at least every two years.

SECTION 14 – PERSONNEL ASSIGNMENTS AND WORK SCHEDULE

14.01 48/96 Work Schedule for Suppression Sworn Personnel

- A. Employees on shifts in the Fire Department will be assigned to a 48/96 (48 hours on duty, 96 hours off duty work schedule from 0800 to 0800.
- B. Special Holiday Work Schedule: For employees whose shift falls on December 24 and December 25, there shall be a mandatory shift exchange of December 24 with those employees scheduled to work December 23.

14.02 Personnel Assignments

- A. Suppression: Sworn personnel assigned to 24 hour shifts for an average work week of 56 hours.
- B. Staff Positions (Civilian): Personnel assigned to staff positions work a 40 hour per week schedule.
- C. Staff Positions (Sworn): Personnel shall be scheduled hours and days of work by the Chief, not to exceed 40 scheduled hours per week.
- D. Special Assignments: Personnel are assigned to such special assignments and times as may be required by the Fire Chief.

SECTION 15 – SAFETY AND PHYSICAL FITNESS

15.01 The City agrees to provide one pair of 100% UV and polarized, protective sunglasses, every two years at a maximum cost of \$75, for each employee assigned to the Harbor Patrol Unit.

15.02 The City agrees to provide all employees \$100 per fiscal year for physical fitness uniform allowance.

SECTION 16 – SALARY SURVEY

- 16.01 The City and the Association agree to use a mutually agreed upon survey methodology as a tool for examining compensation levels of individual ranks in the local fire service. The parties agree that the survey is not intended to establish salary or compensation levels.

SECTION 17 – OUTSIDE EMPLOYMENT

- 17.01 Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Fire Chief. Outside employment shall not create an actual or potential conflict of interest, an appearance of impropriety, or if such outside employment could detract from or impair the reputation of the City.
- 17.02 Employees seeking permission to perform outside employment shall apply in writing to the Fire Chief and Assistant City Manager for approval on the form provided by the City. Notification of outside employment must be submitted annually. Failure to report outside employment shall be grounds for discipline and/or termination.
- 17.03 If outside employment is initially approved, such approval for outside employment may be revoked based upon the above standards. The employee involved shall receive at least 14 calendar days advanced notice in writing of such revocation. Denial of outside employment may be appealed to the City Manager or his or her designee whose determination shall be final and binding.

SECTION 18 – NON-SMOKING REQUIREMENT ACKNOWLEDGMENT

- 18.01 All employees hired after ratification of this MOU must sign an acknowledgement that they shall not smoke or use any tobacco products including so called “smokeless tobacco.”

SECTION 19 – AMERICANS WITH DISABILITIES ACT (ADA)

- 19.01 Because of the Americans with Disabilities Act (ADA) requires reasonable accommodations for individuals protected under the Act, and because these reasonable accommodations must be determined on an individual, case-by-case basis, the City and the Association agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

- 19.02 The Association recognizes that the City has the legal obligation to meet with the individual employee to be reasonably accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed reasonable accommodations prior to implementation by the City.
- 19.03 Any reasonable accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

SECTION 20 – MODIFICATION AND WAIVER

- 20.01 Except as specifically provided for in this MOU, or in this Section, or by mutual agreement in writing during the term of this MOU, the parties hereto will not seek to negotiate or bargain with respect to any matters pertaining to wages, hours, and other terms and conditions of employment, whether or not covered by this MOU, or in negotiations leading hereto, and irrespective of whether or not matters were discussed, or were even within the contemplation of the parties hereto during negotiations leading to this MOU.

SECTION 21 – SAVINGS CLAUSE

- 21.01 The provisions of this MOU are declared to be severable and if any article, section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, or if any State or federal law or regulation diminishes the benefits provided by this MOU, or imposes additional obligations on the City, the impact shall be subject to meet and confer process. In such event, all other articles, sections, subsections, sentences, clauses, or phrases of this MOU not affected shall continue in full force and effect and this MOU shall stand notwithstanding the invalidity of any part.

SECTION 22 – SCOPE OF AGREEMENT

- 22.01 All prior provisions with regard to management rights, wages, hours and terms and conditions of employment shall continue in full force and effect to the extent that the said provisions are not inconsistent with this MOU.

SECTION 23 – IMPLEMENTATION AND DURATION

- 23.01 This MOU shall be binding on the City and the Association when approved and adopted by the City Council.
- 23.02 Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2020, and shall remain in full force and effect up to and including the June 30, 2024.

23.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and constitutes an equitable adjustment to present wages, hours and other terms and conditions of employment between the City and the Association.

SECTION 24 – CONTRACT WITH, OR FORMATION OF, A NEW AGENCY

24.01 In the event Fire Services are contracted to or with another public agency, or in the event of consolidation, merger, takeover, formation of new agency for the purpose of providing fire service during the term of this MOU, the City shall only utilize and/or present those wages and benefits that were a part the Association's MOU as of 2014 unmodified by a side letter concessions agreement or previous concessions side letter agreement.

FOR THE ASSOCIATION:

DocuSigned by:
Kenneth Campos
F6A582D050004AC...

Kenneth Campos, President

DocuSigned by:
Gary Dailey
C62B22165A3646E...

Gary Dailey, Vice President

DocuSigned by:
Christopher Lubba
31C0E857B91B4AF...

Chris Lubba, Negotiator

FOR THE CITY:

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Stuart Adams
3481500A687840C...

Stuart Adams, Esq., Attorney for RBFA

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael Webb, City Attorney

EXHIBIT A – FIRE PAY PLAN

The monthly base pay rates and longevity pay salary ranges for the classes listed below are set forth as follows:

	PERFORMANCE PAY					LONGEVITY PAY		
Class	A	B	C	D	E	F	G	H
Fire Captain	8445				8856	9299	9918	10271
Deputy Harbor Master/Boat Captain	8445				8856	9299	9918	10271
Fire Engineer	7100				7450	7823	8344	8641
Firefighter/Paramedic	7100				7450	7823	8344	8641
Harbor Patrol Officer	7100				7450	7823	8344	8641
Firefighter	5248	5498	5761	6041	6333	6651	7095	7348

Effective the first full pay period of July 2021, the monthly base pay rates and longevity pay salary ranges for the classes listed below are set forth as follows:

	PERFORMANCE PAY					LONGEVITY PAY		
Class	A	B	C	D	E	F	G	H
Fire Captain	8783				9210	9210	10315	10682
Deputy Harbor Master/Boat Captain	8783				9210	9210	10315	10682
Fire Engineer	7384				7748	7748	8678	8987
Firefighter/Paramedic	7384				7748	7748	8678	8987
Harbor Patrol Officer	7384				7748	7748	8678	8987
Firefighter	5458	5718	5991	6283	6586	6586	7379	7642

Effective the first full pay period of July 2022, the monthly base pay rates and longevity pay salary ranges for the classes listed below are set forth as follows:

	PERFORMANCE PAY					LONGEVITY PAY		
Class	A	B	C	D	E	F	G	H
Fire Captain	9134				9578	10058	10728	11109
Deputy Harbor Master/Boat Captain	9134				9578	10058	10728	11109
Fire Engineer	7679				8058	8461	9025	9346
Firefighter/Paramedic	7679				8058	8461	9025	9346
Harbor Patrol Officer	7679				8058	8461	9025	9346
Firefighter	5676	5947	6231	6534	6849	7194	7674	7948

Effective the first full pay period of July 2023, the monthly base pay rates and longevity pay salary ranges for the classes listed below are set forth as follows:

	PERFORMANCE PAY					LONGEVITY PAY		
Class	A	B	C	D	E	F	G	H
Fire Captain	9408				9865	10360	11050	11442
Deputy Harbor Master/Boat Captain	9408				9865	10360	11050	11442
Fire Engineer	7909				8300	8715	9296	9626
Firefighter/Paramedic	7909				8300	8715	9296	9626
Harbor Patrol Officer	7909				8300	8715	9296	9626
Firefighter	5846	6125	6418	6730	7054	7410	7904	8186

EXHIBIT B – FIRE DEPARTMENT RULES AND REGULATIONS

The City and the Association have agreed to use Lexipol as a guide for updated Fire Department Rules, Regulations, Operations and Procedures Manual policies and agree that the following policy sections and subject matters are not included in the Department's Manual:

RULES AND REGULATIONS ARTICLE I

Section 6.00	FIRE CHIEF, POSITION RESPONSIBILITIES
Section 7.00	DIVISION CHIEF
Section 8.00	HARBOR MASTER
Section 9.00	COMPANY COMMANDER, FIRE CAPTAIN
Section 10.00	HARBOR PATROL SERGEANT/ FIRE SPECIALIST
Section 11.00	ACTING OFFICERS
Section 12.00	ENGINEER
Section 13.00	PARAMEDIC
Section 14.00	HARBOR PATROL OFFICER/ FIREFIGHTER
Section 15.00	FIREFIGHTER
Section 16.19	EXCHANGE OF TIME
Section 16.20	VACATION EXCHANGE DISPOSAL
Section 16.28	DRILL TOWER DUTY
Section 16.39	FLOOR WATCH RESPONSIBILITIES
Section 16.40	HOURS OF PATROL
Section 16.41	STORM WATCH
Section 16.42	HARBOR PATROL OFFICER BEHAVIOR
Section 16.43	FRATERNIZATION
Section 16.47	SAFEGUARDING PERSONS IN CUSTODY

ASSIGNED POSITIONS ARTICLE II

Section 1.00	ASSIGNED POSITIONS
Section 1.01	PERSONNEL ASSIGNMENTS AND WORK SCHEDULE
Section 1.02	FIRE MARSHAL
Section 1.03	SENIOR FIRE INSPECTOR
Section 1.04	FIRE INSPECTOR
Section 1.05	SPECIAL SERVICES PERSONNEL

LINE UP AND RELIEFS ARTICLE III

Section 1.00	WORK SCHEDULE
Section 3.00	RELIEFS
Section 3.01	RELIEFS 0-24 HOURS
Section 3.02	RELIEFS MORE THAN 24 HOURS
Section 3.03	RECORDS, RELIEFS
Section 3.04	PAYBACK, RELIEFS
Section 3.05	OTHER GUIDELINES RELATING TO STANDBY RELIEFS
Section 3.06	RESPONSIBILITY OF RELIEFS
Section 3.07	VOIDING RELIEFS
Section 3.08	INCOMPLETE RELIEFS
LEAVES	ARTICLE IV
Section 1.01	SICK LEAVE, GENERAL
Section 1.07	SICK LEAVE PROGRAM (Refer to current MOU)
Section 1.09	PAYMENT, SICK LEAVE
Section 1.10	FORMS, SICK LEAVE
Section 2.00	LEAVE FAMILY LEAVE (Refer to current MOU)
Section 3.00	INDUSTRIAL INJURY OR ILLNESS
Section 3.01	NOTIFICATION, INDUSTRIAL INJURY/ILLNESS
Section 3.02	MEDICAL ATTENTION, INDUSTRIAL INJURY/ILLNESS
Section 3.03	FORMS INDUSTRIAL INJURY/ILLNESS
Section 3.04	RECORDING & NOTIFICATION, Industrial Injury/Illness
Section 3.05	ANIMAL BITE
Section 3.06	GUNSHOT OR STAB WOUND
Section 3.07	MEDICAL CARE
Section 3.08	VISITATION
Section 3.09	RECOVERY
Section 3.10	RETURN TO ACTIVE DUTY
Section 3.12	OFF-DUTY RECREATIONAL, SOCIAL, OR ATHLETIC
Section 4.00	LEAVES OF ABSENCE
Section 6.00	JURY DUTY
Section 7.05	PAY FOR LEAVE TIME
Section 8.00	COMPENSATORY TIME OFF
Section 9.00	VACATION
Section 9.01	VACATION GENERAL

Section 9.02	PRORATION, VACATION
Section 9.03	VACATION ACCRUAL CALCULATIONS, LONGEVITY
Section 9.04	ACCRUAL, VACATION (Refer to current MOU)
Section 9.05	CONVERTING VACATION TIME SHIFT TO STAFF
Section 9.06	VACATION CHANGE
Section 10.00	HOLIDAYS (Refer to current MOU for earned hours)
Section 10.01	PRORATION, HOLIDAYS
Section 10.02	ACCRUAL, HOLIDAYS (Refer to current MOU)
Section 10.03	CONVERTING HOLIDAY TIME SHIFT AND STAFF
Section 10.04	HOLIDAYS, INJURY/ILLNESS DURING HOLIDAY

FIRE SUPPRESSION STAFFING PROGRAM ARTICLE V

Section 1.00	SUPPRESSION STAFFING
Section 2.00	PROCEDURE TO MAINTAIN SUPPRESSION STAFFING
Section 3.00	DISPUTES
Section 4.00	AMENDING CLAUSE
Section 5.00	THIRD PARTY MANDATES

PERSONNEL & DEPARTMENTAL PROCEDURES ARTICLE VI

Section 1.00	GRIEVANCE PROCEDURE (Refer to current MOU)
Section 4.00	IDENTIFICATION CARDS
Section 5.00	CLAIM PROCEDURE AGAINST CITY
Section 6.00	TRAVEL EXPENSE PROCEDURE
Section 8.00	ACTING POSITIONS AND CERTIFICATION
Section 9.00	PROMOTIONAL EXAMINATION
Section 9.01	CONFIRMATION OF PROMOTIONAL APPLICATIONS
Section 9.02	FIREFIGHTER/PARAMEDIC
Section 11.00	PURCHASING PROCEDURES
Section 12.00	LAYOFF PROCEDURE

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