



# AGENDA

EL SEGUNDO CITY COUNCIL  
REGULAR MEETING  
TUESDAY, FEBRUARY 20, 2024

4:00 PM CLOSED SESSION  
6:00 PM OPEN SESSION

CITY COUNCIL CHAMBER  
350 MAIN STREET, EL SEGUNDO, CA 90245

**Drew Boyles, Mayor**  
**Chris Pimentel, Mayor Pro Tem**  
**Carol Pirsztuk, Council Member**  
**Lance Giroux, Council Member**  
**Ryan W. Baldino, Council Member**

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

## Executive Team

Darrell George, City Manager  
Barbara Voss, Deputy City Manager  
Jaime Bermudez, Police Chief  
Michael Allen, Community Development Dir.  
Jose Calderon, IT Director  
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney  
Paul Chung, Chief Financial Officer  
George Avery, Fire Chief  
Rebecca Redyk, HR Director  
Elias Sassoon, Public Works Dir.

### MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

### VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. Such documents may also be posted on the City's website at [www.elsegundo.org](http://www.elsegundo.org) and additional copies will be available at the City Council meeting.

Unless otherwise noted in the agenda, the public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the agenda during the Public Communications portions of the Meeting. Additionally, members of the public can comment on any Public Hearing item on the agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit [www.zoom.us](http://www.zoom.us) on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial \*67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

***REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.***

**4:00 PM CLOSED SESSION – CALL TO ORDER / ROLL CALL**

**PUBLIC COMMUNICATION – (RELATED TO CITY BUSINESS ONLY – 5-MINUTE LIMIT PER PERSON, 30-MINUTE LIMIT TOTAL)** *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

**SPECIAL ORDERS OF BUSINESS**

**RECESS INTO CLOSED SESSION:** City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for purposes of conferring with City’s Real Property Negotiator; and/or conferring with City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with City’s Labor Negotiators.

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV’T CODE §54956.9(D)(1): -3- MATTER(S)**

1. Steven Paulsen (retired Police Officer) v. City of El Segundo, Workers Compensation Appeals Board, Case No. ADJ13879462
2. *In re Endo International plc, et al.*, United States Bankruptcy Court (Southern District of New York), Case No. 22-22549 (JLG)
3. City of El Segundo v. Wiseburn Unified School District, Los Angeles Superior Court Case No. 23TRCV01031

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

1. Government Tort Claim by Keith Puckett

**6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL**

**INVOCATION** – Pastor Scott Tannehill, The Bridge Church

**PLEDGE OF ALLEGIANCE** – Mayor Pro Tem Pimentel

**SPECIAL PRESENTATIONS**

1. Announce the 2023 Holiday Parade Winners

**PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – 5 MINUTE LIMIT PER PERSON, 30 MINUTE LIMIT TOTAL)** *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.*

**CITY MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)**

**A. PROCEDURAL MOTIONS**

**Read All Ordinances and Resolutions on the Agenda by Title Only**

Recommendation -

Approval

**B. CONSENT**

**2. City Council Meeting Minutes**

Recommendation -

1. Approve the regular meeting minutes of February 6, 2024.
2. Alternatively, discuss and take other action related to this item.

**3. Warrant Demand Register for January 22, 2024 through January 28, 2024**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 14C: warrant numbers 3049123 through 3049237, and 9003084 through 9003086.
3. Alternatively, discuss and take other action related to this item.

**C. PUBLIC HEARINGS**

**4. Public Hearing on the Bargaining Impasse Between the City of El Segundo and the El Segundo Firefighters' Association and Possible Action to Consider Unilateral Implementation of the City's Last, Best and Final Offer with Related Terms and Conditions of Employment and Associated Amendment of City Medical Contributions.**

Recommendation -

1. Conduct a public hearing on the bargaining impasse between the City of

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El Segundo and the El Segundo Firefighters' Association regarding terms and conditions of employment.

2. Adopt a resolution imposing the City's June 26, 2023 Last, Best, and Final Offer to the El Segundo Firefighters' Association pursuant to Government Code § 3505 and implementing the related terms and conditions of employment.
3. Adopt a resolution amending the City contributions for CalPERS medical premiums pursuant to the terms and conditions of employment between the City of El Segundo and the El Segundo Firefighters' Association.
4. Alternatively, discuss and take other action related to this item.

#### **D. STAFF PRESENTATIONS**

##### **5. Strategic Plan Mid-Year Update**

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Recommendation -

1. Receive and File the Strategic Plan Mid-Year Update
2. Alternatively, discuss and take other action related to this item.

##### **6. Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report**

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Recommendation -

1. Receive FY 2023-2024 Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report
2. Amend FY 2023-2024 Recreation and Economic Development Trust Fund Revenues from \$1,050,000 to \$1,066,980 (see exhibit A for details).
3. Amend FY 2023-2024 General Fund Appropriations from \$96,879,693 to \$96,997,008 (see exhibit A for details).
4. Amend FY 2023-2024 Transportation Fund Appropriations from \$16,725,802 to \$16,775,802 (see exhibit A for details).
5. Amend FY 2023-2024 Development Services Trust Appropriations from \$519,522 to \$539,190 (see exhibit A for details).
6. Amend FY 2023-2024 Other Special Revenue Appropriations from \$1,232,605 to \$1,259,005 (see exhibit A for details).

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7. Amend FY 2023-2024 Recreation and Economic Development Trust Fund Appropriations from \$188,400 to \$284,931 (see exhibit A for details).
  8. Approve to reclassify \$42,423 from 001-264-0000-8840 Designated Smoky Hollow Parking in Lieu to 001-299-0000-2990 General Fund Unassigned Fund Balance.
  9. Approve the All City Management Crossing Guard Services Amendment #13 which, with an additional appropriation of \$17,315, will increase the not-to-exceed amount to \$164,037.
  10. Alternatively, discuss and take other actions related to this item.

**7. Establishment of a Youth Advisory Council**

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Recommendation -

1. Authorize the establishment of a Youth Advisory Council.
2. Authorize City staff to conduct interviews and select Youth Advisory Council members.
3. Approve the proposed implementation recommendations.
4. Alternatively, discuss and take other action related to this item.

**E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS**

**F. REPORTS - CITY CLERK**

**G. REPORTS - CITY TREASURER**

**H. REPORTS - COUNCIL MEMBERS**

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

**I. REPORTS - CITY ATTORNEY**

**J. REPORTS/FOLLOW-UP - CITY MANAGER**

**CLOSED SESSION**

*The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City's Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City's Labor Negotiators.*

**REPORT OF ACTION TAKEN IN CLOSED SESSION** (if required)

**MEMORIALS**

**ADJOURNMENT**

POSTED:

DATE: February 15, 2024

TIME: 4:00 PM

BY: Lili Sandoval, Deputy City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, FEBRUARY 6, 2024

CLOSED SESSION – Due to lack of quorum at 4:45 PM, Mayor Boyles called the meeting to order at 4:45 PM.

ROLL CALL

Mayor Boyles - Present  
Mayor Pro Tem Pimentel - Present  
Council Member Pirsztuk - Present  
Council Member Giroux - Present  
Council Member Baldino - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

SPECIAL ORDER OF BUSINESS:

Mayor Boyles announced that Council would be meeting in closed session pursuant to the items listed on the agenda.

CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov't Code §54956.9(d)(1): -1- Matter(s)

1. John Doe v. City of El Segundo, Boy Scouts of America, et al., Los Angeles Superior Court Case No. LASC 22STCV40875

Public Employment (Gov't Code § 54957) -1- Matter(s)

1. City Manager  
Performance Review

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:01 PM

ROLL CALL

Mayor Boyles - Present  
Mayor Pro Tem Pimentel - Present  
Council Member Pirsztuk - Present  
Council Member Giroux - Present  
Council Member Baldino - Present

INVOCATION – Pastor Jared McKenna, The Bridge Church



PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS:

1. Proclamation read by Mayor Pro Tem Pimentel proclaiming February 2024 as Black History Month. La Tonya Fair, Deputy City Treasurer accepted the Proclamation.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

Shawn Bryan, from Texas, commented on solar energy that is off grid, MOSH (Mobile Off grid Solar Harvester) and requested a few minutes time to demonstrate the product.

CITY MANAGER FOLLOW-UP COMMENTS:

- A. Read all Ordinances and Resolutions on the Agenda by Title Only.

MOTION by Council Member Pirsztuk, Council Member Baldino to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

***Addendum: due to an Emergency Order occurring after the agenda was posted.***

Resolution Confirming the Existence of a Local Emergency Due to Early February 2024 Storms, and Ratifying the City Manager’s Administrative Declaration of Emergency Dated February 4, 2024

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk approving an emergency exists due to the effects of the early February 2024 severe weather event and authorizing consideration of this report and proposed resolution, pursuant to Government Code § 54954.2. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Todd De Voe, Emergency Management Coordinator reported on the recent severe weather event.

Council discussion

Council consensus to receive and file the update.

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5466

A RESOLUTION RATIFYING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO EARLY FEBRUARY 2024 STORMS PURSUANT TO GOVERNMENT CODE § 8630.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux adopting Resolution No. 5466. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

B. CONSENT:

2. Approve Regular City Council meeting minutes of January 16, 2024.  
(Fiscal Impact: None)
3. Approve warrants demand register for December 18, 2023 through January 22, 2024, numbers 12B, 13B, 14A and 14B: warrant numbers 3048744 through 3049122, and 9003062 through 9003083. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.  
(Fiscal Impact: \$8,985,018.30 (\$2,638,100.30 in check warrants and \$6,346,918.00 in wire warrants))
4. Waive the second reading and adopt Ordinance No. 1656 amending El Segundo Municipal Code Chapter 1-6 to revise title of the Recreation Superintendent to Recreation Manager under the list of positions exempt from the Civil Service System.  
(Fiscal Impact: There are no direct costs associated with the proposed personnel actions. Any discretionary costs that might be associated with an incumbent's change in Civil Service status would be absorbed by the department's existing budget authority and would not require appropriation of new funds.)
5. Approve the El Segundo Senior Citizen Housing Corporation Board 2024 Operating Budget for the Park Vista senior housing facility located at 615 East Holly Avenue.  
(Fiscal Impact: Park Vista senior living facility is owned by the City and managed under contract by the Cadman Group. Provided in the summary breakdown below, the facility generated a positive net operating revenue of \$228,596.69 in 2023 and is projected to generate positive net operating revenue of \$123,144.97 in 2024. The net operating income in 2023 was significantly higher than budgeted due to a one-time incentive payment provided by Spectrum for signing a bulk rate contract in 2023. Operation of the facility does not currently impact the City's General Fund in Fiscal Year 2023-2024.)
6. Adopt Resolution No. 5460 updating the City's 2024 Conflict of Interest Code.  
(Fiscal Impact: None)
7. Accept the Smoky Hollow Parking Pilot Project No. PW 23-05 by DASH Construction Company, Inc. as complete and authorize the City Clerk to file the attached Notice of Completion with the County Recorder's Office.  
(Fiscal Impact: \$241,915, included in the adopted FY 2022-23 budget and carried forward to FY 2023-24)

8. Adopt Resolution No. 5461 approving Final Vesting Tract Map No. 82806 and authorize City staff to execute and record the Map.  
(Fiscal Impact: None)
9. Adopt Resolution No. 5462 approving a Lease Schedule and Master Tax-Exempted Lease/Purchase Agreement No. 6852 for a combination of Jet/Vacuum Truck for the City's Wastewater Division and authorizing the City Manager to execute the same.  
(Fiscal Impact: \$291,700 Equipment Replacement fund 601 for FY 23-24 and future appropriations from Wastewater Fund 502 through FY 29-30: \$444,220 (Total yearly payments of \$147,184 for 5 years - \$291,700))
10. Adopt Resolution No. 5463 to establish the El Segundo Disaster Service Worker Volunteer Program.  
(Fiscal Impact: None)

MOTION by Council Member Baldino, SECONDED by Council Member Giroux, approving Consent items 2, 3, 4, 5, 6, 7, 8, 9, and 10. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

PULLED ITEMS:

C. PUBLIC HEARING:

11. Resolution Temporarily Designating Preferential Parking Zone 3 as a One-Year Pilot Program in an Area Bound by Washington Street, Mariposa Avenue, Indiana Street and Holly Avenue  
(Fiscal Impact: Estimated to be \$4,000 and it can be absorbed with the current budget)

Mayor Boyles stated this was the time and place to adopt a resolution designating Preferential Parking Zone 3 as a one year (from May 1, 2024, through April 30, 2025) pilot program project along the west curb line of Indiana Street (between Mariposa Avenue and Holly Avenue), along east curb line of Illinois Street (between Mariposa Avenue and Holly Avenue), along north and south curb lines of Pine Avenue (between Illinois Street and Indiana Street), along north curb line of Holly Avenue (between Illinois Street and Indiana Street), along south curb line of Mariposa Avenue (between Indiana Street and Illinois Street), and along west and east curb lines of Washington Street (between Pine Avenue and Holly Avenue).

Clerk Weaver stated that proper notice had been given in a timely manner and that no written communication had been received.

Lifan Xu, P.E., City Engineer gave a presentation.

Public Input:

Tamiko Bugden, Yann Petit, Phelan Archuleta, Jennifer Rowell, Gordon Landis, Lucas Bugden, Paul Morrison, Tracy Williams, Paul Pastorelli, and Karen XX, all residents in the area, commented and stated concerns regarding the parking situation in the area.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino to close the public hearing. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving twenty-four hour residential parking permits for Preferential Parking Zone 3. (the west curb line of Indiana Street (between Mariposa Avenue and Holly Avenue), along east curb line of Illinois Street (between Mariposa Avenue and Holly Avenue), along north and south curb lines of Pine Avenue (between Illinois Street and Indiana Street), along north curb line of Holly Avenue (between Illinois Street and Indiana Street), along south curb line of Mariposa Avenue (between Indiana Street and Illinois Street)). MOTION PASSED BY A VOTE. 4/1 Yes: Boyles Pimentel Pirsztuk Giroux No: Baldino

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino approving two (2) hour parking along the east side of Indiana (between Holly and Mariposa) and west side of Illinois (between Mariposa and Holly). MOTION PASSED BY A VOTE. 4/1 Yes: Pimentel Pirsztuk Giroux Baldino No: Boyles

Mark Hensley, City Attorney read by title only;

#### RESOLUTION NO. 5464

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO,  
CALIFORNIA DESIGNATING PREFERENTIAL PARKING ZONE NO. 3.

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux adopting Resolution No. 5464 as amended. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Council requested an update on the program be brought back to Council in six months.

Recess at 7:35 PM

Reconvened at 7:41 PM

#### D. STAFF PRESENTATIONS:

12. Update on the Recreation and Park Facilities Joint Use Agreement with El Segundo Unified School District  
(Fiscal Impact: None)

Aly Mancini, Recreation, Parks, and Library Director reported on the item.

Council discussion

Council requested an update in September 2024

Council consensus to receive and file the update.

13. Establish a Special Projects Administrator Classification (Part-Time) and Accompanying Basic Hourly Salary Range  
(Fiscal Impact: Establishing the Special Projects Administrator (Part-Time) classification does not result in an additional fiscal impact. Salary savings from vacant positions will be used to offset the cost of temporarily hiring candidates into this position.)

Rebecca Redyk, Human Resources Director reported on the item.

Council discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk approving the establishment of a Special Projects Administrator (Part-time). MOTION PASSED BY A UNANIMOUS VOTE. 5/0

Mark Hensley, City Attorney read by title only:

#### RESOLUTION NO. 5465

#### A RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR A PART TIME JOB CLASSIFICATION

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk adopting Resolution No. 5465. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

14. Establish an Ad Hoc City Council Subcommittee to Discuss Renewal of the Tax Resolution Agreement No. 4417 with Chevron U.S.A. Inc.  
(Fiscal Impact: None)

Darrell George, City Manager introduced and reported on the item.

Council discussion

MOTION by Mayor Boyles, SECONDED by Council Member Pirsztuk approving the establishment of an ad hoc City Council subcommittee to discuss renewal of the tax agreement with Chevron U.S. A, Inc. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

MOTION by Mayor Boyles, SECONDED by Mayor Pro Tem Pimentel appointing Council Members Giroux and Baldino to serve on the ad hoc subcommittee. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

15. Waiver of Special Event Permit Fees (75%) for Juneteenth Festival Organized by Local Non-Profit Organization, Black in Mayberry  
(Fiscal Impact: The waived fees for this event would total approximately \$3,000)

Aly Mancini, Recreation, Parks, and Library Director reported on the item.

Council discussion

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel approving a 75% waiver of special event permit fees for a Juneteenth Festival. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

E. COMMITTEES, COMMISSIONS AND BOARDS: None

F. REPORTS – CITY CLERK – No report

G. REPORTS – CITY TREASURER – Not present

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Attended the Environmental Committee meeting and gave a shout out to Tracey Miller-Zarneke and Director Sassoon for staying on top of the Hyperion situation. Invited the community to attend High School CIF games for Girls' Water Polo, Boys' Soccer and Boys' Basketball.

Council Member Giroux – No report

Council Member Pirsztuk – No report

Mayor Pro Tem Pimentel – Sanitation will meet next week, attended the first collective bargaining negotiation meeting for Sanitation, attended El Segundo's Disaster Council meeting, visited the Fire Station and thanked Chief Avery and the Battalion Chief's for his training on how the fire station is staffed, commended the police department for their acts of kindness, Green line update coming soon, and mentioned Inglewood transit connector is having timeline challenges.

Mayor Boyles – Attended Space Works event and mentioned SCAG approved the SoCal Green Print.

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP –CITY MANAGER – Gave an update on the Hyperion Water Reclamation Plant.

MEMORIAL – None

Adjourned at 8:18 PM

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Tracy Weaver, City Clerk



## City Council Agenda Statement

Meeting Date: February 20, 2024

Agenda Heading: Consent

Item Number: B.3

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### **TITLE:**

Warrant Demand Register for January 22, 2024 through January 28, 2024

### **RECOMMENDATION:**

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 14C: warrant numbers 3049123 through 3049237, and 9003084 through 9003086.
3. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The warrants presented were drawn in payment of demands included within the FY 2023-2024 Adopted Budget. The total of \$1,918,662.71 (\$1,237,038.02 in check warrants and \$681,624.69 in wire warrants) are for demands drawn on the FY 2023-2024 Budget.

### **BACKGROUND:**

California Government Code Section 37208 provides General Law cities flexibility in how budgeted warrants, demands, and payroll are audited and ratified by their legislative body. Pursuant to Section 37208 of the California Government Code, warrants drawn in payments of demands are certified by the City's Chief Financial Officer and City Manager as conforming to the authorized expenditures set forth in the City Council adopted budget need not be audited by the City Council prior to payment, but may be presented to the City Council at the first meeting after delivery.

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like



## **Warrant Demand Register**

**February 20, 2024**

**Page 2 of 2**

checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a refund.

### **DISCUSSION:**

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

#### **PREPARED BY:**

Liz Lydic, Management Analyst

#### **REVIEWED BY:**

Wei Cao, CPA, CPFO, Finance Manager

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Register 14c - summary

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3049123 - 3049237  
9003084 - 9003086

DATE OF APPROVAL: AS OF 2/6/24

REGISTER #14c

001	GENERAL FUND	228,998.07
003	EXPENDABLE TRUST FUND - OTHER	1,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,103.22
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	5,122.99
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	64.26
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	13,488.98
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	2,263.55
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	867,543.05
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
301	CAPITAL IMPROVEMENT FUND	76,814.99
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	6,186.31
502	WASTEWATER FUND	28,642.80
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	675.00
603	WORKERS COMP. RESERVE/INSURANCE	1,035.18
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	1,375.11
704	EXPENDABLE TRUST FUND - OTHER	1,224.51
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>1,237,038.02</u>

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer's office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

CODES:

R = Computer generated checks for all non-emergency/urgency payments for materials, supplies and services in support of City Operations

For Ratification:

A = Payroll and Employee Benefit checks

B - F = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements, instances where prompt payment discounts can be obtained or late payment penalties can be avoided or when a situation arises that the City Manager approves.

H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: *J. [Signature]* 1/29/24

DATE: *[Signature]* 1-29-24

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY DEPARTMENT  
AS OF 2/6/24  
REGISTER #14c

DEPT#	NAME	TOTAL
<b>GENERAL FUND DEPARTMENTAL EXPENDITURES</b>		
<b>GENERAL GOVERNMENT</b>		
1101	City Council	1,224.85
1201	City Treasurer	119.45
1300	City Clerk	665.61
2101	City Manager	7,434.60
2102	Communications	12,858.96
2103	El Segundo Media	121.41
2201	City Attorney	
2401	Economic Development	91.14
2402	Planning	2,150.00
2405	Human and Health Services	1,376.00
2500	Administrative Services	47,943.08
2601	Government Buildings	51,593.16
2900	Nondepartmental	1,489.59
6100	Library	10,631.64
		137,699.49
<b>PUBLIC SAFETY</b>		
3100	Police	10,880.05
3200	Fire	23,279.88
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	254.65
		34,414.58
<b>PUBLIC WORKS</b>		
4101	Engineering	2,636.40
4200	Streets	22,826.53
4300	Wastewater	729.17
4601	Equipment Maintenance	5,190.45
4801	Administration	281.45
		31,664.00
<b>COMMUNITY DEVELOPMENT</b>		
5100,5200	Recreation & Parks	19,006.82
5400	Centennial	756.00
		19,762.82
<b>EXPENDITURES</b>		
	CAPITAL IMPROVEMENT	76,814.99
	ALL OTHER ACCOUNTS	936,682.14
	<b>TOTAL WARRANTS</b>	1,237,038.02

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 01/22/24 THROUGH 01/28/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/22/2024	IRS	283,820.30	Federal 941 Deposit
1/22/2024	Employment Development	4,850.16	State SDI payment
1/22/2024	Employment Development	80,477.30	State PIT Withholding
1/24/2024	Cal Pers	55,255.81	EFT Retirement Safety Police Classic - 1st Tier 28
1/24/2024	Cal Pers	62,571.51	EFT Retirement Misc - PEPRA New 26013
1/24/2024	Cal Pers	54,511.34	EFT Retirement Safety Fire- Classic 30168
1/24/2024	Cal Pers	33,389.76	EFT Retirement Safety-Police-PEPRA New 25021
1/24/2024	Cal Pers	34,616.81	EFT Retirement Misc - Classic 27
1/24/2024	Cal Pers	17,459.09	EFT Retirement Safety-Fire-PEPRA New 25020
1/24/2024	Cal Pers	15,303.72	EFT Retirement Sfty Police Classic-2nd Tier 30169
01/15/24-01/21/24	Workers Comp Activity	32,378.14	SCRMA checks issued/(voided)
01/15/24-01/21/24	Liability Trust - Claims	6,990.75	Claim checks issued/(voided)
01/15/24-01/21/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>681,624.69</u>	

**DATE OF RATIFICATION: 01/26/24  
 TOTAL PAYMENTS BY WIRE:**

**681,624.69**

Certified as to the accuracy of the wire transfers by:

  
 Treasury & Customer Services Manager 1/26/24  
Date

  
 Chief Financial Officer 1/29/24  
Date

  
 City Manager 1-29-24  
Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.



## **City Council Agenda Statement**

**Meeting Date:** February 20, 2024

**Agenda Heading:** Public Hearings

**Item Number:** C.4

---

### **TITLE:**

Public Hearing on the Bargaining Impasse Between the City of El Segundo and the El Segundo Firefighters' Association and Possible Action to Consider Unilateral Implementation of the City's Last, Best and Final Offer with Related Terms and Conditions of Employment and Associated Amendment of City Medical Contributions.

### **RECOMMENDATION:**

1. Conduct a public hearing on the bargaining impasse between the City of El Segundo and the El Segundo Firefighters' Association regarding terms and conditions of employment.
2. Adopt a resolution imposing the City's June 26, 2023 Last, Best, and Final Offer to the El Segundo Firefighters' Association pursuant to Government Code § 3505 and implementing the related terms and conditions of employment.
3. Adopt a resolution amending the City contributions for CalPERS medical premiums pursuant to the terms and conditions of employment between the City of El Segundo and the El Segundo Firefighters' Association.
4. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

There is no fiscal impact to conduct a public hearing. After the public hearing, should the City Council implement the City's Last, Best, and Final Offer ("LBFO"), the fiscal impact is estimated to be \$169,000 over a one-year period.

### **BACKGROUND:**

The Memorandum of Understanding between the City of El Segundo and the El Segundo Firefighters' Association expired on September 30, 2021. The City's negotiation team began meeting and conferring in good faith with the El Segundo Firefighters' Association ("ESFA") to negotiate a successor Memorandum of

## **Public Hearing on the Bargaining Impasse**

**February 20, 2024**

**Page 2 of 5**

Understanding ("MOU") on October 6, 2021. These meetings did not result in an agreement and impasse was declared by the ESFA on March 21, 2022. A factfinding hearing was held on this matter on June 8, 2022. The recommendations of the neutral factfinder on each item at impasse were made publicly available on the City's website.

Separate and concurrently with the negotiations for a successor MOU, the City and the ESFA met on a carve-out proposal to brown-out Engine 32 for a six-month trial period. The City provided its LBFO to ESFA on April 25, 2022; ESFA declared impasse on May 11, 2022. A factfinding hearing was held on September 7, 2022. The neutral factfinder's report was posted on the City website which did not find anything that would preclude the City from conducting the browning-out of Engine 32 for a six-month trial. A public hearing was held on October 18, 2022. City Council adopted a resolution to implement the terms and conditions of the City's LBFO.

Representatives from EFSA and the City again began meeting and conferring in good faith to reach an agreement for a successor MOU on October 25, 2022. Impasse was declared by the City on September 1, 2023 and a factfinding hearing was held on November 20, 2023. The recommendations of the neutral factfinder's report on each issue was posted on the City's website.

At the public hearing, staff will summarize the issues at impasse. The City Council will receive any public comments on the item. Following this public hearing, the City Council may, if it chooses, implement its LBFO and related Terms and Conditions of Employment, or alternatively, discuss and take other action related to this item.

### **DISCUSSION:**

The ESFA and the City's negotiating team have met and conferred in good faith to reach an agreement on a successor MOU. However, after two rounds of MOU negotiations and the negotiation of a carve out proposal regarding the browning-out of Engine 32 for a six-month trial period, the City has ended at an impasse with fact-finding hearings for all three matters.

On May 17, 2023, the City communicated that it was putting forth its full economic authority on the table and provided a comprehensive redlined MOU with the specific language confirming the City's current staffing model which does not include mandatory staffing levels. The May 17, 2023 proposal included three options. Option one was a three-year term with binding arbitration, a \$10,000 retention bonus, 10.7% total salary increases (includes the removal of the second tier education pay for new members valued at 3.2%), increases to medical, dental, vision, life insurance, temporary upgrade pay of 5% base salary, a residency requirement, and language confirming that the City does not have prescribed staffing levels. Option two was a three-year term without binding arbitration and retention bonus, 5.25% total salary increases, increases to medical, dental, vision, life insurance, temporary upgrade pay of 5% base salary, a residency requirement, and language confirming that the City does not have prescribed

## Public Hearing on the Bargaining Impasse

February 20, 2024

Page 3 of 5

staffing levels. Option three was a one-year term without binding arbitration and retention bonus, 1.5% total salary increase, increase to medical, dental, vision, life insurance, temporary upgrade pay of 5% base salary, a residency requirement, and language confirming that the City does not have prescribed staffing levels. The City and ESFA engaged in informal side discussions and supposals in an effort to reach agreement, but ultimately ESFA was vehemently opposed to the no prescribed staffing levels language.

On June 23, 2023, the City provided ESFA with its LBFO which included the following:

- Term- one year
- Salary increase- 1.5%
- Medical contribution increase from \$1,650 to \$1,700 per month
- Optical, dental, and life insurance increase from \$135 to \$184.25 per month
- Basic life insurance policy increase from \$20,000 to \$50,000
- Temporary upgrade pay for members working a minimum of twelve (12) hours in a higher classification, 5% of base salary for all hours worked
- Residency requirement for new members of one-hundred (100) road miles from Fire Headquarters
- No prescribed staffing levels, the City has the exclusive management right to increase or decrease the staffing levels and assign employees and maintain the efficiency of government operations. Upon approval and adoption of the MOU, the City will end its practice of backfilling overtime for thirteen (13) unit employees for each shift and will have sole discretion to determine safe and appropriate staffing levels and the type and number of apparatus staffed.

If the City's LBFO is implemented, there will be no change in the total sworn Fire Department personnel. All sworn ESFA members will retain their jobs, as well as retain their current salary and benefits. However, the City will have the discretion to determine safe staffing for the department which may include maintaining thirteen (13) personnel per shift, increasing the number of personnel during critical incidents, or not backfilling personnel when there are leaves (i.e.-vacation, sick, etc.). Management's discretion to determine safe and appropriate staffing levels may result in a reduction of overtime available to work as a result of the City's LBFO. Currently, the average ESFA member has opportunity to earn considerable overtime. In calendar year 2022, there were eight (8) Fire Captains, three (3) Fire Paramedics, and two (2) Fire Engineers in the top twenty-five earners for the City of El Segundo. The overtime earned by these twelve personnel range from \$70,127 to \$162,991. The reporting on this data can be found at [www.transparentcalifornia.com](http://www.transparentcalifornia.com), as well as the State of California Controller's website at:

<https://publicpay.ca.gov/Reports/Cities/City.aspx?entityid=184&year=2021>.

The Meyers-Milias-Brown Act ("MMBA"), codified in Government Code §§ 3500-3511, governs labor management relations in government employment and outlines the

## **Public Hearing on the Bargaining Impasse**

**February 20, 2024**

**Page 4 of 5**

procedures for labor negotiations and impasse. If impasse is declared, the labor association may make a request to the Public Employee Relations Board ("PERB") to have the impasse heard by a factfinding panel. This three-member panel is led by a neutral fact-finder with one member each from the government entity and the labor association. The fact-finding hearing was held on November 20, 2023. The fact-finding report was issued December 20, 2023, and City Council directed staff to conduct a public hearing on the impasse.

Based on the above, staff recommends that the City Council adopt the proposed Resolution imposing the City's June 26, 2023 LBFO to the ESFA and implementing the related terms and conditions of employment. Staff also recommends that the City Council adopt an associated, proposed Resolution to amend the City contributions for CalPERS medical premiums pursuant to the terms and conditions of employment between the City and ESFA.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective 3A: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for businesses and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

### **PREPARED BY:**

Rebecca Redyk, Human Resources Director

### **REVIEWED BY:**

Rebecca Redyk, Human Resources Director

### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Resolution Authorizing the Implementation of the Terms of the Last Best Final Offer
2. Firefighters Association Terms and Conditions of Employment- REDLINE
3. Firefighters Association Terms and Conditions of Employment- CLEAN COPY
4. Resolution Fixing the Employer Contribution 004 El Segundo El Segundo Firefighters Association (FFA)





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION IMPOSING THE CITY’S LAST, BEST, AND FINAL OFFER TO THE EL SEGUNDO FIREFIGHTERS’ ASSOCIATION, IAFF, LOCAL 3682 (ESFA), PURSUANT TO GOVERNMENT CODE SECTION 3505, ET SEQ. AND IMPLEMENTING THE RELATED TERMS AND CONDITIONS OF EMPLOYMENT**

The City of El Segundo does resolve as follows:

**SECTION 1.** The City Council finds and declares as follows:

- A. The City of El Segundo (“City”) and the El Segundo Firefighters’ Association, IAFF, Local 3682 (“ESFA”) have terms and conditions governing the wages, hours and terms and conditions of employment for members of the ESFA bargaining unit.
- B. The City is required by the Meyers-Milias-Brown Act (Government Code § 3500, et. seq.) to meet and confer in good faith with ESFA regarding wages, hours, and other terms and conditions of employment.
- C. The City’s negotiation team representatives began meeting and conferring with ESFA in October 2022 in an attempt to negotiate a successor agreement to the Memorandum of Understanding which expired on September 30, 2021.
- D. The representatives of the City and ESFA held eight (8) formal meet and confer sessions and at least two supposal discussions/meetings, where five rounds of proposals were exchanged over a period of ten (10) months but have not reached agreement.
- E. On June 23, 2023, the representatives of the City presented the City’s last, best, and final offer to ESFA.
- F. ESFA did not accept the City’s last, best and final offer, and on September 1, 2023, the representatives of the City declared impasse.
- G. The City Council finds that the City of El Segundo and the El Segundo Firefighters’ Association, IAFF, Local 3682 are at impasse in these negotiations.
- H. On September 28, 2023, ESFA requested a factfinding hearing under Government Code § 3505.5 and the City and ESFA participated in a factfinding hearing on November 20, 2023.
- I. The chairperson issued the findings and recommendations on December 20, 2023 and the City made the findings and recommendations publicly available on December 31, 2023.

- J. In accordance with Government Code § 3505.7 and no earlier than 15 days after the factfinders' written findings of fact and recommended terms of settlement were submitted, the City Council held a public hearing on February 20, 2024, and has considered the impasse between the City and ESFA, along with the report and recommendations from the panel.
- K. The City Council of the City of El Segundo is vested by law with the responsibility for making a final determination regarding wages, hours and other terms and conditions of employment for employees of the City and the City Council is desirous of making such final determination and resolving the impasse.
- L. If any of the terms of the City's last, best, and final offer and/or related terms and conditions of employment, or the application of any provision of said last, best, and final offer to any person or group, are enjoined, stayed, restrained or suspended in any legal or administrative proceeding, then said provision(s) of the last, best, and final offer adopted by this Resolution shall be deemed immediately, automatically and completely suspended and of no further force and effect for any purpose, until such point as the matter is fully and finally adjudicated.

**SECTION 2.** The Council further finds and declares as follows:

- A. The City Council finds and declares that in accordance with the Meyers-Milias-Brown Act, the City has met and negotiated in good faith with the El Segundo Firefighters' Association, IAFF, Local 3682 for a reasonable period on matters within the scope of representation.
- B. The City Council finds and declares that the City presented the El Segundo Firefighters' Association, IAFF, Local 3682 with the City's last, best, and final offer.
- C. The City Council finds and declares that the El Segundo Firefighters' Association, IAFF, Local 3682 did not accept the City's last, best, and final offer.
- D. The City Council finds and declares that the City and the El Segundo Firefighters' Association, IAFF, Local 3682 are at impasse in these negotiations.
- E. The City Council finds and declares that the City and the El Segundo Firefighters' Association, IAFF, Local 3682 have participated in the factfinding process and the factfinding chairperson issued the findings and recommendations, which the City made publicly available.

- F. The City Council finds and declares that the terms of the City's last, best, and final offer to the El Segundo Firefighters' Association, IAFF, Local 3682 are hereby approved and adopted, and the related Terms and Conditions of Employment are implemented. A copy of said last, best, and final offer and related Terms and Conditions of Employment are attached to this Resolution, labeled "Exhibit A," and is hereby incorporated by reference.

**SECTION 3.** *Severability.* If any of the terms of the City's last, best, and final offer and/or related terms and conditions of employment, approved and adopted by Section 6 of this Resolution or the application of any provision of said last, best, and final offer and/or related terms and conditions of employment to any person or group, are enjoined, stayed, restrained or suspended in any legal or administrative proceeding, then said provision(s) shall be deemed immediately, automatically and completely suspended and of no further force and effect for any purpose, until such legal and/or administrative proceeding is concluded by a final adjudication including exhaustion of any and all appellate proceedings.

**SECTION 4.** *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**SECTION 5.** *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

**SECTION 6.** *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED AND ADOPTED this 20<sup>th</sup> day of February 2024.

---

Drew Boyles,  
Mayor

ATTEST:

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        )        SS  
CITY OF EL SEGUNDO             )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. \_\_\_\_ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:  
MARK D. HENSLEY, CITY ATTORNEY

\_\_\_\_\_  
Joaquin Vazquez, Assistant City Attorney

**EXHIBIT A**  
City of El Segundo Last Best and Final Offer to  
the El Segundo Firefighters' Association and related Terms and Conditions of Employment

**MEMORANDUM OF  
UNDERSTANDING TERMS AND  
CONDITIONS OF EMPLOYMENT**

Commented [LK1]: Font was changed to Arial, TA, 1/25/23.

**BETWEEN**

**CITY OF EL SEGUNDO  
AND  
EL SEGUNDO FIREFIGHTERS'  
ASSOCIATION, I.A.F.F., LOCAL 3682**

**OCTOBER 1, 2018 THROUGH SEPTEMBER 30,**

**2021 EFFECTIVE FEBRUARY 20, 2024**



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**ARTICLE ~~2830~~      LIMITED LAYOFFS**

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**~~ARTICLE 31~~      SIGNATURES**

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<b>EXHIBIT I</b>	<b><u>Supplemental Procedures for Appeals By Firefighters of Punitive Action Under the Firefighters Procedural Bill of Rights</u></b>	Page <del>448</del>
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**EXHIBIT II      Salary Schedules**

EXHIBIT III      Educational Incentive Pay Schedule

EXHIBIT IV      Paramedic License Pay Schedule

## ARTICLE 1 – GENERAL PROVISIONS

### Section 1.01 PREAMBLE

1. ~~This Memorandum of Understanding is made and entered into between These Terms and Conditions of Employment apply to~~ the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.
2. The parties have met and conferred in good faith regarding employment conditions and ~~it is mutually agreed that this Memorandum of Understanding these Terms and Conditions of Employment~~ shall be effective as described in Section 1.038, below. ~~It is further agreed that except as provided herein,~~ there will be no other negotiations for salaries, benefits, and working conditions for the term covered by ~~this Memorandum these Terms and Conditions~~ unless both parties agree otherwise; ~~and the parties shall submit this Memorandum to the City Council with a joint recommendation that the body resolves to adopt appropriate motions and resolutions to implement the provisions of this Memorandum.~~ Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

Notwithstanding the above, the Parties previously agreed that ~~during the term of this Memorandum,~~ either party may re-open ~~this Memorandum these Terms and Conditions~~ and require the other party discuss the following items:

- (a) Modification to the Municipal Code
- (b) Arbitration of claims
- (c) Worker's Compensation Carve Out Program
- (d) Education Reimbursement Program

However, no changes shall be made with respect to any of the above items without mutual agreement by the parties.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

### Section 1.02 RECOGNITION

~~4.~~ The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.



**Section 1.03 ~~TERM~~**

These Terms and Conditions shall be effective February 20, 2024. These Terms and Conditions shall remain in full force and effect until such time as a new agreement is reached.

Commented [LK2]: Moved from Article 29, TA, 1/25/23.

**Section 1.04 ~~MANAGEMENT RIGHTS~~**

1. Except as limited by specific and express terms ~~of this agreement herein~~, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.
2. The management and the direction of the work-force of the City is vested exclusively in the City, and nothing ~~in the agreement herein~~ is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

**Section 1.0~~5~~4 ~~SAVINGS CLAUSE~~**

~~1-~~ If any provision or the application of any provision of ~~this Memorandum~~ these Terms and Conditions of Employment as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of ~~this Memorandum~~ these Terms shall remain in force and effect ~~for the duration of said Memorandum~~.

**Section 1.0~~6~~5 ~~NO STRIKE CLAUSE~~**

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.
2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

**Section 1.076 MAINTENANCE OF EXISTING BENEFITS**

1. The ~~Memorandum of Understanding~~Terms and Conditions of Employment contains all of the covenants, stipulations and provisions ~~agreed upon by~~applicable to the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in ~~this Memorandum of Understanding~~these Terms and Conditions of Employment are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of ~~this agreement~~these Terms, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the ~~execution of this agreement~~implementation of these Terms or which may have been omitted in the discussions which led up to the ~~execution of this agreement~~implementation of these Terms, except as provided ~~in this agreement~~ or by mutual agreement of parties.
2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

**Section 1.07 ~~NON-DISCRIMINATION CLAUSE~~**

- ~~1. The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in the protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500 through 3510.~~
- ~~2. The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employee opportunities for all employees. The City and the Union shall reopen any provision of this agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement dealing with State or Federal anti-discrimination laws.~~

**Section 1.08 NOTICE TO MEET AND CONFER**

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.
2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing

**Commented [LK3]:** Deleted Section 1.07, TA, 1/25/23.

body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## ARTICLE 2 – SALARIES

### Section 2.01 SALARIES

1. Effective October 14, 2008, the past practice of “compounding” base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
- ~~2. Effective November 23, 2018, the base salary of each represented employee shall be increased by nine percent (9%).~~
- ~~3. Effective the pay period that includes October 1, 2019, the base salary of each represented employee shall be increased by two and one-half percent (2.5%).~~
- ~~4.2. Effective the pay period February 24, 2024, that includes October 1, 2020, the base salary of each represented employee shall be increased by two one and one-half percent (12.5%)~~
- ~~5.3. Attached to this Memorandum of Understanding these Terms and Conditions of Employment as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.~~
- ~~6.4. The Parties agree to re-open the MOU Terms and Conditions of Employment, at the City's option, if the City determines that it is facing a fiscal hardship. However, no changes shall be made based upon this re-opener without mutual agreement by the parties.~~

### Section 2.02 SCHEDULE OF CLASSES BY SERIES

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

Firefighter	483	Steps A – F
Fire Engineer	497	Steps A – E
Fire Paramedic	<del>497</del>	Steps A - E
Fire Captain	510	Steps A - E

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A – E.

### Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY

1. The methodology used in computing adjustments in monthly salary shall be as follows:
2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

**Section 2.04 REGULAR RATE OF PAY**

1. ~~This MOU~~ These Terms and Conditions periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 USC § 207(e) within the Fair Labor Standards Act (“FLSA”). The term “regular rate of pay” as used ~~in this MOU~~ herein is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 29 USC § 207(e)(1-8.) The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8) then dividing this number by the number of hours regularly scheduled in a standard two week pay period.

**Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT**

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.

2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

#### **Section 2.06 FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD**

4. Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

#### **Section 2.07 CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER**

4. An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

#### **Section 2.08 SALARY PLACEMENT ON PROMOTION**

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.
2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.
3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not

apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

**Section 2.09 – FLEXIBLE SPENDING ACCOUNT**

- ~~1. The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.~~

**ARTICLE 3 – INCENTIVE COMPENSATION**

**Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY**

1. Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

**Section 3.02 PARAMEDIC LICENSE INCENTIVE**

1. Effective October 14, 2008, permanent sworn employees that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit V.
2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.
  - a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.
  - b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)
  - c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

- d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)
  - e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.
3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in ~~this MOU~~ these Terms and Conditions of Employment.
4. The City shall continue to provide an EMS Educator.

**Section 3.03 FIRE STAFF PREMIUM PAY**

- ~~4~~ Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

**Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY**

- ~~4~~ Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

**Section 3.05 LIGHT-DUTY PAY**

- ~~4~~ When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

**Section 3.06 FIRE INVESTIGATOR PREMIUM PAY**

- ~~4~~ The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a \$50.00 per month

stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

**Section 3.07 TILLER PREMIUM PAY**

4- Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of \$50.00.

**Section 3.08 DRIVER'S LICENSE PREMIUM PAY**

1. Effective the pay period beginning November 28, 2015, Driver's License Premium Pay shall no longer be provided to members of this bargaining unit.
2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

**Section 3.09 REQUESTING INCENTIVE COMPENSATION**

4- Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

**Incentive Compensation**

**Required Proof**

Paramedic License Incentive:	Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.
Educational Program – EMT-D	A current EMT-D certification
Educational Program – Units	Official or unofficial transcript listing required units.
Educational Program – Certificate	Certificate, or official or unofficial transcript listing certificate earned.
Educational Program – Degrees	Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.



2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the member met the qualifications for an incentive item as indicated in the proof of eligibility.

### **Section 3.10 ~~TEPMORARY~~TEMPORARY UPGRADE PAY**

Employees who are assigned to work for at least a minimum of twelve (12) hours in a higher position/classification on a temporary basis shall receive temporary upgrade pay equal to five percent (5%) of their current base salary for all hours worked in the higher position/classification.

## **ARTICLE 4 – EDUCATIONAL PROGRAMS – TIER ONE**

### **Section 4.01 INCENTIVE PAY**

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Educational Incentive Pay for achieving the following education levels in the amounts set forth in Exhibit III, attached and incorporated ~~into this MOU~~herein. Members of this bargaining unit who achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.
  - a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science;
  - b. Associate of Arts Degree with at least twenty units in Fire Science;
  - c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief.
  - d. The above amounts shall not be cumulative.

2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

~~3.~~

### **Section 4.02 ELIGIBILITY**

~~1.~~ Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein.

**Section 4.03 CONTINUOUS TRAINING**

~~4.~~ The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

**ARTICLE 5 – EDUCATIONAL PROGRAMS – TIER TWO**

**Section 5.01 EDUCATION BONUS**

Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.

The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:

Bachelor's Degree	\$500 monthly
Master's Degree	<del>—————</del> \$900 monthly

The above amounts shall not be cumulative.

**Section 5.02 ELIGIBILITY**

~~4.~~ Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

**ARTICLE 6 – LONGEVITY PAY**

**Section 6.01 TIER ONE**

4. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth in Exhibit IV, attached and incorporated ~~into this MOU~~ herein.

**ARTICLE 7 – LONGEVITY PAY — TIER TWO**

4. Bargaining Unit members hired on or after November 28, 2015, shall be eligible for Longevity Pay as follows:

- 6 years of service — \$500 monthly
- 13 years of service — \$700 monthly
- 20 years of service — \$900 monthly

The Longevity payments in this section are as set forth in Exhibit V, attached and incorporated ~~into this MOU~~ herein.

**ARTICLE 8 – INSURANCE ACTIVE EMPLOYEES**

**Section 8.01 BASIC HEALTH AND MEDICAL INSURANCE**

4. The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

**~~Section 8.02 OPTICAL INSURANCE PROVIDER~~**

~~1. The optical insurance plan to be selected by the City will be the Teamsters' proposed vision plan provided through Vision Care Plan or a plan with similar benefits.~~

**Commented [LK4]:** Deleted Section 8.02, TA, 1/25/23, see Section 8.03 below.

### **Section 8.0~~23~~3 HEALTH INSURANCE FORMULA**

~~1. Effective January 2019 and for the duration of calendar year 2019, the maximum monthly City-paid health insurance premium contribution for medical health insurance shall be \$1,500.~~

~~2. Effective January 2020 and for the duration of calendar year 2020, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,575.~~

~~1. Effective January 2021 and for the remainder of the term of this MOU, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,650.~~

~~3.2. Effective March 2024, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,700.~~

~~4.3. Employee Assistance Program – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2016 monthly rate is \$9.52 and is subject to change.~~

### **Section 8.0~~34~~4 DENTAL, OPTICAL AND LIFE INSURANCE**

~~4. Effective January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of \$135 per month. Effective March 2024, the maximum will increase to \$184.25 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order: (i) optical, (ii) life, and (iii) dental. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance. Effective as soon as practicable following implementation of these Terms and Conditions, the City shall pay basic life premiums to increase coverage to \$50,000.~~

### **Section 8.0~~45~~5 LONG-TERM DISABILITY INSURANCE**

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters reported to the taxing authorities as ordinary income of the employees.

~~2.1. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical insurance and retirement payments as if the employee were not on Leave.~~

2. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

#### **Section 8.056 CATASTROPHIC LEAVE PROGRAM**

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

Employees must, at the time of donation, have a minimum of one hundred (100)hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

**Section 8.067 LONG TERM CARE GROUP INSURANCE**

~~4-~~ Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

**Section 8.078 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH**

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.
2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

**Section 8.08 FLEXIBLE SPENDING ACCOUNT**

The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

Commented [LK5]: Moved from Article 2, TA, 1/25/23.

**ARTICLE 9 – INSURANCE RETIRED EMPLOYEES**

**Section 9.01 CITY SPONSORED MEDICAL INSURANCE PLANS**

~~4-~~ The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

**Section 9.02 OTHER MEDICAL INSURANCE PLANS**

1. The City shall contribute up to \$120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time

during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.

2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be \$75.00.

### **Section 9.03 RETIREE DENTAL AND VISION**

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon the retiree's death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

### **ELIGIBILITY RETIREE MEDICAL INSURANCE**

~~Effective July 1, 1989, employees shall have a minimum of five (5) years of City service as a prerequisite to receive from the City service retiree medical insurance contributions and continued participation in the City's group insurance plans except as may be mandated by law (e.g., COBRA~~

## **ARTICLE 10 – SICK LEAVE**

### **Section 10.01 SICK LEAVE ACCRUAL**

Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for

each month's service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

#### **Section 10.02 SICK LEAVE USAGE FOR FAMILY CARE**

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.
- 4.2. Immediate family member includes an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, and a "designated person" (an employee may designate one person per 12-month period at the time the employee requests sick leave).

#### **Section 10.03 SICK LEAVE PAY UPON SEPARATION**

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
  - a. 50% after ten (10) years of service.
  - b. 90% after twenty (20) years of service.
2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.
3. Effective October 1, 2016, employee's sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

#### **Section 10.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT**

4. Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.



**Section 10.05 SICK LEAVE PAY UPON DEATH**

4- Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay". Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

**Section 10.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM**

4- On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

**ARTICLE 11 – VACATION LEAVE**

**Section 11.01 VACATION ACCRUAL 40-HOUR WORK WEEK**

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;
  - b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;
  - c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

**Section 11.02 VACATION ACCRUAL 24-HOUR SHIFT**

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.
  - b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.

- c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

#### **Section 11.03 VACATION ELIGIBILITY**

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.
2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

#### **Section 11.04 VACATION BUY BACK**

4- Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.

#### **Section 11.05 VACATION ACCRUAL ON IOD**

4- An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

#### **Section 11.06 PROMOTION AND TRANSFER ELIGIBILITY**

4- Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

#### **Section 11.07 PAYOUT ON TERMINATION**

4- Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

**Section 11.08 EMERGENCY USE**

4. For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

**ARTICLE 12 – OVERTIME**

**Section 12.01 GENERAL**

1. All of the members of the Fire Department shall be subject to call for service at any time.
2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their "regular rate of pay," for all time worked in excess of 182 hours in a 24 day work period. ~~This MOU~~ These Terms and Conditions periodically refers to the "regular rate of pay." The "regular rate of pay" is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee's 12% PERS member contribution and consequently employer paid member contribution of 12% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.
3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

In determining an employee's eligibility for overtime compensation in a work period, "sick leave" shall be excluded from the total hours worked.

4. **56- HOUR SUPPRESSION ASSIGNMENT-** The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered "regularly scheduled overtime," thus premium pay reportable to CalPERS as normal hours worked.

**Section 12.02 OVERTIME UNDER FLSA**

**1. Effective July 1, 2006**

- a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee's

hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

### **Section 12.03 FORCED HIRE COMPENSATION**

#### **1. Effective July 1, 2006**

- a. Notwithstanding Section 12.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department's practice/procedure, recall is a form of forced rehire). The Battalion Chief will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

### **Section 12.04 Compensatory Time Off**

Effective November 23, 2018, employees may elect to convert straight time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half time "premium" portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

### **Section 12.05 No Prescribed Staffing Levels**

Consistent with El Segundo Fire Department Policy 208, the City does not have prescribed staffing levels. As set forth in Section 1.04, the City has the exclusive management right to increase or decrease staffing levels and assign employees, and maintain the efficiency of governmental operations. Effective February 24, 2024, the City will end its practice of backfilling overtime for thirteen (13) unit employees for each shift and will have the sole discretion to determine safe and appropriate staffing levels and the type and number of apparatus staffed.

Should the City exercise its right to make a permanent change to staffing levels, the City shall provide notice and an opportunity to bargain any negotiable impacts.

## **ARTICLE 13 – DEFERRED COMPENSATION PROGRAM**

### **Section 13.01 ELIGIBILITY / PROGRAM ADMINISTRATOR**

4. Union members are eligible to participate in the City's approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

### **Section 13.02 DEFERRED COMPENSATION MATCHING FUNDS**

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City's Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee's regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City's Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

## **ARTICLE 14 – RETIREMENT - PERS**

### **Section 14.01 PERS RETIREMENT PLAN**

1. For all members, except those defined as "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013:
  - a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.
  - b. One-Year Final Compensation option "single highest year" (Government Code Section 20042).
2. For "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013:
  - a. The provisions of AB 340 (The California Public Employees' Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.
  - b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.
  - c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
  - d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

### **Section 14.02 OPTIONAL BENEFITS**

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
  - a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
  - b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
  - c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
  - d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548

### **Section 14.03 PERS PAYMENT PICK-UP**

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code(IRC) Section 414(h)(2).
2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.
3. Effective November 23, 2018, "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall make an additional contribution to CalPERS of three percent (3%) of compensation earnable simultaneously with the salary increase identified in Section 2.01. (These employees shall pay an amount equal to twelve (12) percent (12%) of compensation earnable as the employee contribution to PERS).<sup>+</sup> These deductions shall be pre-tax and be pursuant to California Government Code section 20516(f) until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

## **ARTICLE 15 – UNIFORM AND SAFETY EQUIPMENT**

### **Section 15.01 UNIFORM MAINTENANCE PROGRAM**

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items

are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.

2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

#### **Section 15.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS**

4- In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

#### **Section 15.03 DEPARTMENT UNIFORM OFFICER**

4- The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

### **ARTICLE 16 – BEREAVEMENT LEAVE**

#### **Section 16.01 GENERAL**

4- A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, registered domestic partner, child, mother, father, grandparents, grandchildren or sibling of the employee or their spouse/registered domestic partner/significant other.

#### **Section 16.02 USE OF OTHER LEAVES**

4- No other emergency leave shall be provided, except as outlined in Sections ~~8.02 and 9.10~~ 11.08.

#### **Section 16.03 DOCUMENTATION**

4- Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

Commented [LK6]: Deleted Article 17, TA, 1/25/23.

**ARTICLE 17 – COMPUTER LOAN PROGRAM**

**GENERAL**

- ~~1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum of \$4000 cumulative interest free loan to purchase personal computer hardware and software. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three-year period. Outstanding loan balances must be paid off at the time that an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.~~
- ~~2. City shall retain title, as security, to any equipment purchased with funds from the above-described loans, until such time as the loan is fully paid off. City is to be notified of any exchange or updating of equipment.~~
- ~~3. "After-the-fact" financing is allowed only with prior approval of the Director of Finance or his/her designee.~~

**Section 17.02 INITIAL LOAN**

- ~~1. All participants to the loan program will be eligible for an initial, interest free loan in the amount of \$4,000 (four thousand dollars). An employee with an outstanding balance on a prior computer loan as of July 1, 1997, will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.~~

**Section 17.03 ELIGIBLE PURCHASES**

- ~~1. Eligible purchases shall be expanded to include ergonomic-related furniture and equipment and anti-viral software shall be required as a prerequisite in granting requested loans.~~

**Section 17.04 ELIMINATION OF COMPUTER LOAN PROGRAM**

~~Effective November 23, 2018, the Computer Loan Program shall be eliminated for members of this Unit. The City shall honor the computer loan request from the one Unit member who has submitted such request prior to November 23, 2018, subject to the guidelines of the program.~~

**ARTICLE 178 – SAFETY COMMITTEE**

**Section 178.01 SELECTING MEMBERS**

- ~~1. The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers,~~



the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

**Section 178.02**      **PURPOSE**

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.
2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.
3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.
5. Issue department safety bulletins at the direction and approval of the Fire Chief.
6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

**Section 178.03**      **MEETINGS**

1. The committee shall meet at the discretion of their selected chairperson.

**ARTICLE 189 – TRAINING REIMBURSEMENT**

**Section 189.01**      **PARAMEDIC TRAINING REIMBURSEMENT**

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:
  - a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.

- b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.
  - c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.
  - d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.
2. The City's costs will be limited to the following:
- a. Primary Paramedic Training.
  - b. State Accreditation Fee.
  - c. L.A. County Accreditation Fee.

**Section 189.02      DEPARTMENT INSTRUCTOR TRAINING**

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:
- a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.
  - b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.
  - c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.
  - d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.
  - e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.
2. To determine reimbursement costs, the City's cost will be limited to the following:
- a. Fees for the course(s).
  - b. Travel, per diem and lodging expense.

## **ARTICLE 1920 – EDUCATIONAL REIMBURSEMENT**

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article. However, since there is a re-opener on this subject ~~during the term of this Agreement~~, the parties have agreed to retain the language below for historical reference only.

### FOR HISTORICAL REFERENCE ONLY

#### **Section 1920.01 REIMBURSEMENT FOR COURSES**

1. For unit employees hired after July 5, 1975, the City will pay the employee \$375 for each job related course (3-unit semester or 4-unit quarter system) the employee completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is \$2,000.
2. During these ~~Terms of this agreement~~, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

#### **Section 1920.02 REIMBURSEMENT FOR TUITION AND BOOKS**

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)
  - a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.
  - b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.
  - c. Tuition and book reimbursement is not to exceed \$2,000 for each affected employee per calendar year.

- d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of [Administrative Services](#)[Human Resources](#).
- e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.
- f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.
- g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

**Section 1920.03      CITY REIMBURSEMENT AGREEMENT**

- 1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:
  - a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

**Section 1920.04      CITY REIMBURSEMENT SCHEDULE**

- 1. Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

**ARTICLE 201 –TEMPORARY APPOINTMENTS**

**Section 201.01      GENERAL**

- 4- Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when

approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

**Section 204.02      METHOD FOR FILLING VACANCIES**

~~4-~~ Rank for rank rehires shall be the standard method used for filling vacancies with the exception of ~~long-term~~long-term vacancies expected to be longer than eight (8) weeks.

**Section 204.03      GUIDELINES**

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.
  - a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
  - b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

**Section 204.04      PARAMETERS FOR CONFERRING**

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
  - a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.
  - b. The provisional appointment is needed to relieve an ~~over-burden~~overburden of staffing replacement hours.
  - c. The provisional appointment will not cause an ~~over-burden~~overburden of staffing replacement hours.
  - d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.
  - e. The provisional appointment can be reasonably justified as an operational necessity.

**Section 204.05      DETERMINATION OF APPOINTMENT**

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.
2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

**Section 204.06      INTENT OF POLICY**

- 4- This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

**ARTICLE 212 – MAINTENANCE AND REPAIRS**

**Section 212.01      LIMITED MAINTENANCE AND REPAIR**

Fire Department members shall perform limited maintenance and repair such as outlined below:

1.    CARPENTRY
  - a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.
2.    PAINTING
  - a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

**Section 212.02      ADMINISTRATIVE OFFICES (FIRE STATION #1)**

- 4- The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference

Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

## **ARTICLE 223 – MATERNITY LEAVE**

### **Section 223.01      EQUAL BENEFITS**

4- Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

### **Section 223.02      WORKING AND REPORTING**

It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

### **Section 223.03      LIGHT DUTY**

4- The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

### **Section 223.04      LEAVE**

4- A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of "disabled because of pregnancy" includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee's other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's physician or her other licensed health-care provider. At the end of the employee's period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act ("CFRA") eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the

employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

**Section 223.05      NOTICE OF LEAVE**

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.
  - a. The City reserves the right to require written confirmation from the employee's physician or the employee's other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.
  - b. The City reserves the right to require written verification from the employee's physician or the employee's other licensed health-care practitioner that her disability has ceased before the employee returns to work.

**Section 223.06      RETURNING TO WORK**

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:
  - a. The job ceases to exist because of legitimate business reasons unrelated to the employee's pregnancy disability leave (e.g., layoff); or
  - b. Each means of preserving the job for the employee would substantially undermine the City's ability to operate safely and efficiently.

**Section 223.07      COMPARABLE POSITION**

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:
  - a. There is no comparable position available; or
  - b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act ("FMLA") leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City's ability to operate safely and efficiently.
  - c. "Employment in a comparable position" means employment in a position, which is virtually identical to the employee's original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be



performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

**Section 223.08      RIGHTS**

4- Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

**ARTICLE 234 – POLICY AND PROCEDURE AGREEMENTS**

**Section 234.01      DISABILITY RETIREMENT APPEAL PROCEDURES**

4- The parties have agreed upon a disability retirement appeal procedure dated May 2010.

**Section 234.02      INJURY ON DUTY PROCEDURES**

4- The parties have agreed upon an injury on duty procedures dated June 18, 2003.

**Section 234.03      MODIFIED DUTY PROCEDURES**

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.
2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.
3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.
4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.
5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

**Section 234.04 REHIRE POLICIES**

4. City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

**Section 234.05 RANK FOR RANK POLICY**

1. The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

**Section 24.06 DRUG-FREE WORKPLACE POLICY**

~~1. The City of El Segundo Drug-Free Workplace Statement and Substance Abuse Policy (dated July 1, 2008) is accepted by the Union. During the term of this agreement the city shall assess the need for revisions to the Drug-Free Workplace Statement and meet and confer with the Association for any proposed modifications to cause compliance with Lanier v. City of Woodburn.~~

~~2.~~

**Section 234.067 LAYOFF AND RECALL POLICY**

1. Definitions

- a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.
- b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

2. Grounds for Layoff

- a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

- 1. Temporary, part-time and seasonal employees;

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2. Probationary employees;
3. Employees who have finished their probationary period.

3. Notice to Employees

- a. An Employee filling a ~~full-time~~full-time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

- a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

- a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

- a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

- a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

## 8. Bumping Rights

- a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

## 9. Breaking Ties

- a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).
  1. Overall raw score.
  2. Raw score of the oral interview.
  3. Raw score of the Practical (Engineers).
  4. Raw score of the written examination.
  5. The earliest date and time of application.

## 10. Salary Placement

- a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

## 11. Reemployment List

- a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment

therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

12. Letter of Layoff

- a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

13. Rights of Reemployment

- a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

14. Appeal

- a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

**Section 234.078     GRIEVANCE PROCEDURE**

**Effective October 1, 2011**

1. Purpose

- a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.
- b. To provide that grievances shall be settled as near as possible to the point of origin.
- c. To provide that the grievance procedures shall be as informal as possible.

## 2. Definition

- a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by ~~this agreement~~these Terms. Such controversy must pertain to any of the following:
  1. Any matter involving the application of any provision of ~~this agreement~~these Terms; or
  2. Any matter involving the violation(s) of any provision or intent of ~~this agreement~~these Terms; or
  3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by ~~this agreement~~these Terms; or
  4. Any protests of ratings or performance evaluations.

## 3. Evaluations

- a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of ~~Human ResourcesAdministrative Services~~ within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of ~~Human ResourcesAdministrative Services~~ will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of ~~Human ResourcesAdministrative Services~~. The Director of ~~Administrative ServicesHuman Resources~~ may invite other members of management to be present at such meeting. The Director of ~~Human ResourcesAdministrative Services~~ will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of ~~Human ResourcesAdministrative Services~~ shall be final.

## 4. Discipline

- a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586,. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

## 5. Procedure

a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of ~~this agreement~~ these Terms alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.
2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.
3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.
4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.
5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of ~~Administrative Services~~ Human Resources within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may

apply, stating specifically the paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of ~~Human Resources~~~~Administrative Services~~ shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

- a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of ~~Human Resources~~~~Administrative Services~~, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars (\$3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

- a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

- a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

**Section 234.089**     **SHIFT TRADE POLICY**

4- During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.



**Section 234.910 NO SMOKING POLICY**

1. Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.
2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty, except as specified below.
3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

**Section 234.104 MEDICAL EXAMINATION POLICY**

1. ~~Effective November 28, 2015~~ Upon request, the City shall ~~no longer~~ provide annual medical examinations to members of this bargaining unit.

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**Section 234.112 MILITARY LEAVE POLICY**

1. City shall provide military leave in accordance with law.

**Section 234.123 ELECTION DAY VOTING POLICY**

1. Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

**Section 234.134 JURY DUTY**

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:
  - a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
  - b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
  - c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents

written evidence that the court estimated during voir dire that the trial would be of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

- d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.
- f. The employee must provide documentation of his or her daily attendance on Jury Duty.

**Section 234.145 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

Attached to ~~this MOU~~ these Terms and Conditions as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

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**Section 23.15 RESIDENCY REQUIREMENT**

- 1. In order to ensure prompt response times in an emergency situation, all personnel hired by the El Segundo Fire Department after February 20, 2024, may reside no further than one hundred (100) road miles from Fire Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Fire Headquarters within 90 minutes of the request for call back. Any request to live outside this limit will be evaluated individually to determine the impact on ability to respond in an emergency situation.

**ARTICLE 245 – UNION BUSINESS**

**Section 245.01 BULLETIN BOARDS**

- 1. The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

**Section 245.02 UNION MEETINGS**

- 1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

#### **Section 245.03 CONDUCT OF UNION/ASSOCIATION BUSINESS**

- ~~4.~~ Effective July 1, 2000, each fiscal year, representatives designated by the Union shall collectively be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than
- ~~2.1.~~ eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

#### **Section 245.04 VOLUNTARY DUES DEDUCTIONS**

##### Union Dues

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.
- ~~2.~~ The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union).
- ~~3.~~ The Union shall notify the City if the amount of dues will change.

## Records

1. On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

## Indemnification

1. The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.

## **ARTICLE 256 – HOLIDAYS**

### **Section 256.01      ACCUMULATION**

~~4-~~ Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOD) shall continue to accumulate one hundred and forty-four hours per year in lieu of holiday, but shall use holiday pay based on the assigned light duty or IOD work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

### **Section 256.02      ANNUAL PAYMENT**

~~4-~~ Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls at the employee's hourly rate at the time the holiday is earned. Employees shall be paid the holiday pay at the employee's rate of pay via direct deposit. ~~The City shall have the option to issue eligible employees one check annually, inclusive of~~ sick leave pay, and holiday pay in November, but not later than on or about December 10.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article ~~252~~.02) which includes the employee's base salary plus all remuneration required to be included in the regular rate of pay.

### **Section 256.03      PERS PICK-UP**

Effective November 28, 2015, the City shall no longer pay any of the members' PERS contribution on Holiday pay.

## **ARTICLE 267 – MISCELLANEOUS**

### **~~Section 27.01 PROMOTIONAL EXAMINATION REQUIREMENTS~~**

~~27.01 – Education and Experience General Statement~~

~~Formal Education and Certification is highly desirable for promotion. In addition to formal education, possession of State Fire Training Company Officer Certification can be used to substitute one year of experience in preparation of Fire Captain promotion and possession of State Fire Training Chief Officer Certification can be used to substitute one year of experience for Fire Battalion Chief~~

**Fire Paramedic**

~~Candidates for Fire Paramedic shall be required to have successfully completed probation with the El Segundo Fire Department.~~

**Fire Engineer**

~~Candidates for Fire Engineer shall be required to have two (2) years of firefighting experience with the El Segundo Fire Department and possess a Class A, B, and tiller endorsement from the El Segundo Fire Department; or four (4) years of firefighting experience with the El Segundo Fire Department (Class A, B, and Tiller endorsement will be required prior to appointment).~~

**Fire Captain**

~~Candidates for Fire Captain shall be required to have ten (10) years of fire service experience with the El Segundo Fire Department or five (5) years fire service experience with an AA degree.~~

**Fire Battalion Chief**

~~Candidates for Battalion Chief shall be required to have ten (10) years of experience with the El Segundo Fire Department including three (3) as a Fire Captain or eight (8) years experience with the El Segundo Fire Department, including three (3) as a Fire Captain and BA degree.~~

~~If the promotional testing is declared to be open competitive, the requirements for outside candidates shall be equivalent to the educational requirement and/or equivalent to the time in rank in a full-time professional fire department.~~

**Section 267.012 OPPORTUNITY TO REVIEW MATERIALS**

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a

witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

**Section 267.023 TRAINING PUBLIC AND EMPLOYEES**

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.
2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with ~~the MOU~~these Terms and Conditions of Employment.

**ARTICLE 278 – SCHEDULE**

**Section 278.01 SCHEDULE – SUPPRESSION EMPLOYEES**

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

**ARTICLE 2830 - LIMITED LAYOFFS**

**Section 2830.01 NO LAYOFFS**

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

**ARTICLE 31 – SIGNATURES**

**Section 31.01 SIGNATURES**

1. This Memorandum of Understanding, October 1, 2014 to September 30, 2017 including the cover, index, Exhibits I-IV and signature pages, is made and entered into between the Union and the City as amended November 18, 2015.

**For the Union:** \_\_\_\_\_ **For the City:** \_\_\_\_\_

\_\_\_\_\_  
Geoffrey Gerny \_\_\_\_\_ Greg Carpenter  
President \_\_\_\_\_ City Manager

\_\_\_\_\_  
Curt Crowson \_\_\_\_\_ David Serrano  
Vice-President \_\_\_\_\_ Director of Human Resources

\_\_\_\_\_  
Tony Del Castillo \_\_\_\_\_ Joseph Lillio  
Vice President \_\_\_\_\_ Director of Finance

\_\_\_\_\_  
Dan Engler  
Treasurer

\_\_\_\_\_  
Mike Davies, Secretary

**EXHIBIT I**

**SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS  
OF PUNITIVE ACTION  
UNDER THE  
FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled "Hearing on Appeals" and Section 2.28.150, entitled "Employee Appeals" of Chapter 2.28, entitled "Personnel Merit System" of the City of El Segundo Municipal Code.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a



period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council (“City Council”), which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission (“Commission”) which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.<sup>1</sup>

- a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.
  - i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
  - ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled “Notice of Defense” which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.
  - iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the

---

<sup>1</sup> The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as “Commission/ City Council” inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.

requirements of Government Code § 11505.

- iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.
- b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.
- c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.
- d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.
- e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.
- f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.
- g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los

Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

- h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

- a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
- b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of

notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

- c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.
- d. Burden of Proof- The Fire Department (“Department”) shall bear the burden of proof at the hearing.
  - i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.
  - ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
- e. Conduct of Hearing-

- i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- ii. The parties may present opening statements.
- iii. The parties may present evidence through documents and testimony.
  - aa. Witnesses shall testify under oath.
  - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.
  - cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
- iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
- f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- h. Decision- The decision shall be in writing pursuant to Government Code

§ 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing.

- i. Judicial Review in Limited Circumstances - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer's decision is final and binding, without further appeal or review.

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**Exhibit II**

Effective 11/24/2018

with 9% COLA:

Effective: with pay period including 10/1/2019

with 2.5% COLA:

Effective with pay period including 10/1/2020

with 2.5% COLA:

Grade	Position	Step	Base
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483	FIREFIGHTER	Step A	\$ 6,222.32
		Step B	\$ 6,521.92
		Step C	\$ 6,836.48
		Step D	\$ 7,166.78
		Step E	\$ 7,513.57
		Step F	\$ 7,877.71

Grade	Position	Step	Base
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483	FIREFIGHTER	Step A	\$ 6,377.88
		Step B	\$ 6,684.96
		Step C	\$ 7,007.39
		Step D	\$ 7,345.95
		Step E	\$ 7,701.41
		Step F	\$ 8,074.66

Grade	Position	Step	Base
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483	FIREFIGHTER	Step A	\$ 6,537.32
		Step B	\$ 6,852.09
		Step C	\$ 7,182.58
		Step D	\$ 7,529.60
		Step E	\$ 7,893.94
		Step F	\$ 8,276.52

497	FIRE PARAMEDIC	Step A	\$ 7,528.51
		Step B	\$ 7,893.41
		Step C	\$ 8,276.53
		Step D	\$ 8,678.82
		Step E	\$ 9,101.24

497	FIRE PARAMEDIC	Step A	\$ 7,716.72
		Step B	\$ 8,090.74
		Step C	\$ 8,483.45
		Step D	\$ 8,895.79
		Step E	\$ 9,328.77

497	FIRE PARAMEDIC	Step A	\$ 7,909.64
		Step B	\$ 8,293.01
		Step C	\$ 8,695.53
		Step D	\$ 9,118.19
		Step E	\$ 9,561.99

497	FIRE ENGINEER	Step A	\$ 7,528.51
		Step B	\$ 7,893.41
		Step C	\$ 8,276.53
		Step D	\$ 8,678.82
		Step E	\$ 9,101.24

497	FIRE ENGINEER	Step A	\$ 7,716.72
		Step B	\$ 8,090.74
		Step C	\$ 8,483.45
		Step D	\$ 8,895.79
		Step E	\$ 9,328.77

497	FIRE ENGINEER	Step A	\$ 7,909.64
		Step B	\$ 8,293.01
		Step C	\$ 8,695.53
		Step D	\$ 9,118.19
		Step E	\$ 9,561.99

510	FIRE CAPTAIN	Step A	\$ 8,696.16
		Step B	\$ 9,119.42
		Step C	\$ 9,563.87
		Step D	\$ 10,030.53
		Step E	\$ 10,520.51

12333259.1 EL140-142

510	FIRE CAPTAIN	Step A	\$ 8,913.57
		Step B	\$ 9,347.41
		Step C	\$ 9,802.96
		Step D	\$ 10,281.29
		Step E	\$ 10,783.52

510	FIRE CAPTAIN	Step A	\$ 9,136.40
		Step B	\$ 9,581.09
		Step C	\$ 10,048.04
		Step D	\$ 10,538.32
		Step E	\$ 11,053.11



**Exhibit III - Educational incentive**

**Effective 11/24/2018**

**\* Represented employees hired before 11/28/15 shall have the opportunity to achieve PERSable educational incentive highlighted in blue until the end of this contract (09/30/21) (Tier I)**

**\*\* Represented employees hired after 11/28/15 shall receive non-PERSable educational bonus pay highlighted in yellow (Tier II)**

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
483	FIREFIGHTER	\$ 500.00	\$ 900.00	\$ 182.89	\$ 548.66	\$ 792.51

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
497	FIRE PARAMEDIC	\$ 500.00	\$ 900.00	\$ 211.36	\$ 634.08	\$ 915.89

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
497	FIRE ENGINEER	\$ 500.00	\$ 900.00	\$ 211.36	\$ 634.08	\$ 915.89

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
510	FIRE CAPTAIN	\$ 500.00	\$900.00	\$ 244.39	\$ 733.17	\$ 1,059.02
	12333259.1 EL140-142					

**Exhibit IV - Longevity**  
**Effective 11/24/2018**

\* Longevity 19.5 yrs amended to 19 years for members hired before 11/28/15

RANG E	POSITION	Hired on/after 11/28/15			Hired before 11/28/15			
		Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
483	FIREFIGHTER	\$ 500.00	\$ 700.00	\$ 900.00	\$ 426.73	\$ 1,036.35	\$ 1,645.97	\$ 2,377.52

RANG E	POSITION	Hired on/after 11/28/15			Hired before 11/28/15			
		Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE PARAMEDIC	\$ 500.00	\$ 700.00	\$ 900.00	\$ 493.17	\$ 1,197.70	\$ 1,902.24	\$ 2,747.67

RANG E	POSITION	Hired on/after 11/28/15			Hired before 11/28/15			
		Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE ENGINEER	\$ 500.00	\$ 700.00	\$ 900.00	\$ 493.17	\$ 1,197.70	\$ 1,902.24	\$ 2,747.67

RANG E	POSITION	Hired on/after 11/28/15			Hired before 11/28/15			
		Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
510	FIRE CAPTAIN	\$ 500.00	\$ 700.00	\$ 900.00	\$ 570.24	\$ 1,384.87	\$ 2,199.50	\$ 3,177.06

12333259.1 EL140-142

**Exhibit V - PM level 1  
Effective 11/24/2018 for  
all represented  
employees in unit**

RANGE	POSITION	PM LEV 1
483	FIREFIGHTER	\$ 640.10

RANGE	POSITION	PM LEV 1
497	FIRE PARAMEDIC	NA

RANGE	POSITION	PM LEV 1
497	FIRE ENGINEER	\$ 739.76

RANGE	POSITION	PM LEV 1
510	FIRE CAPTAIN	\$855.36

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**TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**

**THE CITY OF EL SEGUNDO**

**AND**

**EL SEGUNDO FIREFIGHTERS' ASSOCIATION  
I.A.F.F., LOCAL 3682**



**Effective: February 20, 2024**

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## **ARTICLE 1 – GENERAL PROVISIONS**

### **Section 1.01 PREAMBLE**

1. These Terms and Conditions of Employment apply to the El Segundo Firefighters' Association, affiliated with the International Association of Firefighters, hereinafter, referred to as "Union", and the management representatives of the City of El Segundo, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et seq.
2. The parties have met and conferred in good faith regarding employment conditions and these Terms and Conditions of Employment shall be effective as described in Section 1.03, below. There will be no other negotiations for salaries, benefits, and working conditions for the term covered by these Terms and Conditions unless both parties agree otherwise. Nothing herein prevents the City from meeting and conferring with the Union on proposed changes to the City's Personnel Rules and Regulations, which are within the scope of representation.

Notwithstanding the above, the Parties previously agreed that either party may re-open these Terms and Conditions and require the other party discuss the following items:

- (a) Modification to the Municipal Code
- (b) Arbitration of claims
- (c) Worker's Compensation Carve Out Program
- (d) Education Reimbursement Program

However, no changes shall be made with respect to any of the above items without mutual agreement by the parties.

3. Any and all prior or existing Memoranda of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

### **Section 1.02 RECOGNITION**

The City hereby confirms its recognition of the Union as representative of the employees in the representation unit containing positions specifically set forth below, and has agreed to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law. For representation purposes, the unit shall consist of the following positions: Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain. The Union was also recognized to represent the previous position of Special Assignment Paramedic.

### **Section 1.03 TERM**

These Terms and Conditions shall be effective February 20, 2024. These Terms and Conditions shall remain in full force and effect until such time as a new agreement is reached.

#### **Section 1.04 MANAGEMENT RIGHTS**

1. Except as limited by specific and express terms herein, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities conferred on and vested in it by the laws and the Constitution of the State of California and/or the United States of America.
2. The management and the direction of the workforce of the City is vested exclusively in the City, and nothing herein is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees for lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out within the scope of representation.

#### **Section 1.05 SAVINGS CLAUSE**

If any provision or the application of any provision of these Terms and Conditions of Employment as implemented should be rendered or declared invalid by any final court action or decree, or by reason of any preemptive legislation, the remaining sections of these Terms shall remain in force and effect.

#### **Section 1.06 NO STRIKE CLAUSE**

1. California Labor Code Section 1962 provides that firefighters shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties. Therefore, and irrespective of the term or existence of any Memorandum of Understanding or other rule or regulations, the parties acknowledge that such activity is unlawful.
2. Additionally, any other job action, including but not limited to slow downs, speed ups, "sick outs" and other activity actually or potentially having a negative impact upon the public health and welfare, is deemed illegal and is prohibited, irrespective of the term or existence of any Memorandum of Understanding e.g. see City of Santa Ana v. Santa Ana Police Benevolent Association (1989) 207 Cal.App. 3rd 1568, 255 Cal.Rptr. 688 regarding public safety organization "sick outs").

#### **Section 1.07 MAINTENANCE OF EXISTING BENEFITS**

1. The Terms and Conditions of Employment contain all of the covenants, stipulations and provisions applicable to the parties. It is understood that all items relating to employee wages, hours and other terms and conditions of employment not covered in these Terms and Conditions of Employment are covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the life of these Terms, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issues whether specifically discussed prior to the implementation of these Terms or which may have

been omitted in the discussions which led up to the implementation of these Terms, except as provided or by mutual agreement of parties.

2. Nothing herein prevents the City and Union from meeting and consulting on the City's Personnel Rules and Regulations, which are within the scope of representation. However, the mutual agreement of both the City and Union are required to effect any change.

### **Section 1.08 NOTICE TO MEET AND CONFER**

1. Except in cases of emergency as provided in Government Code Section 3504.5, the governing body of a public agency, and boards and commissions designated by law or by such governing body, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or such boards and commissions and shall give such recognized employee organization the opportunity to meet with the governing body or such boards and commissions.
2. In cases of emergency when the governing body or such boards or commissions determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or such boards, and commissions shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

## **ARTICLE 2 – SALARIES**

### **Section 2.01 SALARIES**

1. Effective October 14, 2008, the past practice of "compounding" base salaries shall terminate, whereby base salaries were previously supplemented and increased in amounts determined by the percent of incentives/special compensation pay.
2. Effective February 24, 2024, the base salary of each represented employee shall be increased by one and one-half percent (1.5%)
3. Attached to these Terms and Conditions of Employment as Exhibit II, and incorporated herein by reference as though set forth in full, is the actual computation of base salaries as reflected by the above provisions of this Section 2.01.
4. The Parties agree to re-open the Terms and Conditions of Employment, at the City's option, if the City determines that it is facing a fiscal hardship. However, no changes shall be made based upon this re-opener without mutual agreement by the parties.

**Section 2.02 SCHEDULE OF CLASSES BY SERIES**

1. The following respective range numbers are hereby allocated and assigned to the following respective positions in the service of the City, hereinafter set forth:

<b>Firefighter</b>	<b>483</b>	<b>Steps A – F</b>
<b>Fire Engineer</b>	<b>497</b>	<b>Steps A – E</b>
<b>Fire Paramedic</b>	<b>497</b>	<b>Steps A - E</b>
<b>Fire Captain</b>	<b>510</b>	<b>Steps A - E</b>

2. Effective November 28, 2015, a new classification of Fire Paramedic shall be established. The assigned salary range is 497, Steps A – E.

**Section 2.03 SALARY SCHEDULE CALCULATION METHODOLOGY**

1. The methodology used in computing adjustments in monthly salary shall be as follows:
2. Adjustments are to be computed from the amount shown in the base salary columns, step A through F of Range 483, and step A through E of Ranges 497 and 510 of the Base Salary Schedule. Multiply each step by the percent of the new salary adjustment. Once all of the salary steps have been computed, each salary figure shall be rounded off to two (2) decimal places, and this amount will comprise the new base salary schedule. Taxable pay will be calculated by subtracting the Public Employee Retirement System (PERS) picked up by the employer in accordance with Internal Revenue Code Section 414(h)(2), (which is calculated at 9% of the resulting regular rate of pay). Hourly rates for each step are calculated by multiplying the respective unrounded salary step plus applicable incentives (regular rate of pay) by twelve (12) and then dividing by two thousand nine hundred twelve (2,912) and rounding off the result to the nearest two (2) decimal places.

**Section 2.04 REGULAR RATE OF PAY**

These Terms and Conditions periodically refers to the “regular rate of pay.” The “regular rate of pay” is defined in 29 USC § 207(e) within the Fair Labor Standards Act (“FLSA”). The term “regular rate of pay” as used herein is intended to be consistent with the definition assigned in the FLSA as described in 29 USC § 207(e). Therefore, the regular rate of pay is the remuneration paid to or on behalf of the employee except for those items excluded from the regular rate of pay as set forth in 209 USC § 207(e)(1-8.) The parties acknowledge that the City does not pay the employee’s 9% PERS member contribution and consequently employer paid member contribution of 9% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.

The regular rate of pay is derived by taking all remuneration paid to or on behalf of the employee except for the excluded items as set forth in 29 USC 207(e)(1-8) then dividing this number by the number of hours regularly scheduled in a standard two week pay period.



### **Section 2.05 BASE SALARY SCHEDULE-STEP ADVANCEMENT**

1. The advancement of a new employee from Step A shall be on the new employee's anniversary date which is established as the day immediately following satisfactory completion of his/her first six months service; Steps B, C, D and E (F for Firefighters only) contemplate one year's service in each of such classification subject to the limitations of the paragraph below and the advancements there from shall be on the anniversary date of the employee; Step E (F for Firefighters only) contemplates continued service in such step until further advancement is indicated by reason of longevity.
2. If the employee's anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the anniversary date falls in the second week of the pay period, the effective date of the increase will be the first day of the following pay period. An employee in the fire service shall be presumed to merit an increase in pay unless his or her current performance evaluation on file rates him or her below standard or unsatisfactory and the Fire Chief notifies the Personnel Officer and employee in writing at least ten days in advance of the scheduled increase that the increase in pay should be withheld, stating reasons. If employee's performance subsequently improves to a satisfactory level, the pay will be granted upon the issuance of a satisfactory performance report.

### **Section 2.06 FIREFIGHTER COMPENSATION/PROBATIONARY PERIOD**

Fire service employees shall be appointed to the position of Firefighter and compensated at Step A of the range assigned to Firefighter (483) for the first six (6) months from their date of hire. They shall be on probation during the first twelve (12) months from their date of hire.

### **Section 2.07 CHANGE IN ANNIVERSARY DATE AND RANGE NUMBER**

An employee advanced from one range to another, shall receive a new anniversary date, which is the date of the change. Other changes in salary, unless specifically directed by the Council or as provided in the second paragraph of the Section herein entitled "Base Schedule-Step Advancement" herein shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System ordinance and the Personnel Rules and Regulations. The City Council reserves the right at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee.

### **Section 2.08 SALARY PLACEMENT ON PROMOTION**

1. In all cases where an employee is promoted to a classification for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent of the base rate of the affected employee.
2. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal

to or lower than one of his/her subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

3. Any affected employee assigned to and performing the duties of a Fire Paramedic and who is promoted, shall suffer no decrease in base salary (pre-promotion base salary being measured by base salary plus any paramedic bonus). This Section shall not apply to paramedics who suffer a salary decrease because of a reassignment out of the paramedic program (as opposed to a promotion).

### **ARTICLE 3 – INCENTIVE COMPENSATION**

#### **Section 3.01 PARAMEDIC SPECIAL ASSIGNMENT PAY**

Effective the pay period beginning November 28, 2015, Paramedic Special Assignment Pay shall no longer be provided to members of this bargaining unit. Rather, employees currently performing special assignment paramedic duties shall be reclassified to the newly created classification of Fire Paramedic.

#### **Section 3.02 PARAMEDIC LICENSE INCENTIVE**

1. Effective October 14, 2008, permanent sworn employees that possess a California Paramedic License and have Accreditation by the County of Los Angeles will be compensated at the monthly amount set forth in Exhibit V.
2. The members qualifying for this incentive may be utilized on paramedic assessment apparatus. These employees will be used on rescue ambulances to cover for members in the special assignment paramedic status when no special assignment paramedic can be reasonably called in from off duty. When no Fire Paramedic can be reasonably called in from off duty, then the following procedure will be used.
  - a. If the opening occurs on a rescue ambulance, move the special assignment paramedic from the assessment apparatus to the rescue ambulance.
  - b. Move an on-duty qualified paramedic Engineer or Captain to the assessment apparatus and hire back a Firefighter (the on-duty Battalion Chief will decide based on operational need as to which on-duty member would best be moved.)
  - c. If there is no on-duty qualified paramedic Engineer or Captain, check availability for an off-duty qualified paramedic Engineer or Captain who has signed up and attempt to rehire (Engineers will be considered first then Captains.)

- d. If there are none on the availability rehire list, then attempt to force hire an off-duty qualified paramedic Engineer or Captain (Engineers will be force hired first before Captains.)
  - e. If no off-duty qualified paramedic Engineers or Captains can reasonably be called in from off-duty, then a firefighter will be force hired to fill the vacancy.
3. Members who have never been certified/licensed or who have decertified (no longer licensed) and seek certification or recertification (licensure) will be sponsored by the City at the member's request. Certification, recertification or licensure shall be at the member's own time and expense including all fees for testing, licensure and any other associated costs with the exception of continuing education currently provided by the City's EMS Educator. Educational reimbursement will not be provided for outside training required for the initial recertification/licensure, or in situations where the employee did not attend classes provided in-house by the City's Nurse Educator or other City provided resource. Once a member has in his/her possession a California Paramedic License and Accreditation from Los Angeles County and makes those documents available for inspection by the City, they shall be compensated as per the provisions in these Terms and Conditions of Employment.
  4. The City shall continue to provide an EMS Educator.

### **Section 3.03 FIRE STAFF PREMIUM PAY**

Effective October 14, 2008, uniformed personnel who are assigned Fire Department work outside of the Suppression Division shall receive fire staff premium pay equal to Fifteen percent (15%) above the employee's regular rate of pay to which they are entitled.

### **Section 3.04 HAZARDOUS MATERIALS FIRST RESPONDER OPERATIONAL INCENTIVE PAY**

Effective the pay period beginning November 28, 2015, Hazardous Materials Pay shall no longer be provided to members of this bargaining unit.

### **Section 3.05 LIGHT-DUTY PAY**

When an employee is assigned to light duty because of a temporary physical disability or condition, she/he shall be paid at the rate of her/his normal duty assignment without regard to the temporary duty schedule.

### **Section 3.06 FIRE INVESTIGATOR PREMIUM PAY**

The assignment of cause and origin/arson investigators (also described as "fire investigators") shall be created with the assignment requirements being designated by the Fire Chief. Employees selected to serve in this assignment shall receive a \$50.00 per month stipend. The stipend shall commence with the employee providing evidence of having successfully completed mandated training and qualification to be certified to perform the duties of the assignment.

**Section 3.07 TILLER PREMIUM PAY**

Employees classified as Firefighters and tiller certified by the City shall receive a monthly stipend of \$50.00.

**Section 3.08 DRIVER'S LICENSE PREMIUM PAY**

1. Effective the pay period beginning November 28, 2015, Driver's License Premium Pay shall no longer be provided to members of this bargaining unit.
2. The City will provide the training and the means (i.e., equipment) to obtain the Class "C" license with a firefighter endorsement qualified to operate a class "A" vehicle. In the event the City elects not to provide the training or means to obtain the required license, the requirement for the respective license shall be dropped until such time as the City again provides the said training and means.

**Section 3.09 REQUESTING INCENTIVE COMPENSATION**

1. Members eligible to receive incentive compensation shall make a request in writing in order to receive such compensation (NOTE: through an approved form through channels to the Fire Department Personnel Officer. They shall also provide copies of the necessary proof of their eligibility to receive the incentive as outlined below:

**Incentive Compensation**

**Required Proof**

Paramedic License Incentive:

Accreditation, license and certification by County of Los Angeles and State of California as a Paramedic.

Educational Program – EMT-D

A current EMT-D certification

Educational Program – Units

Official or unofficial transcript listing required units.

Educational Program – Certificate

Certificate, or official or unofficial transcript listing certificate earned.

Educational Program – Degrees

Diploma, or official/unofficial transcript listing degree earned or showing that the requirements have been met.

2. In addition, for incentive items that are renewed (Paramedic and EMT-D,) members must provide proof of renewal prior to the date of expiration of the last provided proof of eligibility. Failure to provide proof prior to the expiration will result in the loss of the effected incentive compensation, retroactive back to the date of expiration. The employee can have the incentive pay reinstated in the first payroll period following provision of proof of eligibility. The reinstatement shall be retroactive to the date the

member met the qualifications for an incentive item as indicated in the proof of eligibility.

### **Section 3.10 TEMPORARY UPGRADE PAY**

Employees who are assigned to work for at least a minimum of twelve (12) hours in a higher position/classification on a temporary basis shall receive temporary upgrade pay equal to five percent (5%) of their current base salary for all hours worked in the higher position/classification.

## **ARTICLE 4 – EDUCATIONAL PROGRAMS – TIER ONE**

### **Section 4.01 INCENTIVE PAY**

1. Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Educational Incentive Pay for achieving the following education levels in the amounts set forth in Exhibit III, attached and incorporated herein. Members of this bargaining unit who achieve one of the following levels after September 30, 2021 shall not be eligible for the additional Education Incentive Pay associated with that level.
  - a. Fire Science Certificate or successful completion of twenty units of college level courses in Fire Science;
  - b. Associate of Arts Degree with at least twenty units in Fire Science;
  - c. Bachelor's Degree in Public Administration, Political Science, Chemistry or other major course of study approved by the Fire Chief.
  - d. The above amounts shall not be cumulative.
2. Bargaining unit members hired after November 28, 2015, shall not be eligible for the Education Incentive Pay described above.

### **Section 4.02 ELIGIBILITY**

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for incentive pay as provided herein.

### **Section 4.03 CONTINUOUS TRAINING**

The City currently provides the training and the means to obtain the EMT-D certification and the Class "B" Restricted Driver's License. In the event the City elects not to provide the training or means to obtain the required certification or license, the requirement for the respective certification or license shall be dropped and otherwise qualified employees shall remain eligible for educational incentive pay until such time as the City again provides the said training and means.

## ARTICLE 5 – EDUCATIONAL PROGRAMS – TIER TWO

### Section 5.01 EDUCATION BONUS

Bargaining unit members hired after November 28, 2015, shall be eligible for a monthly Education Bonus upon achieving the following education levels in the amounts set forth below. In order to receive an Education Bonus, the represented employee must have received a satisfactory score on his/her most recent performance evaluation.

The Education Bonus shall not be reflected on any City pay or salary schedule and shall not be reported to CalPERS as compensation earnable:

Bachelor's Degree	\$500 monthly
Master's Degree	\$900 monthly

The above amounts shall not be cumulative.

### Section 5.02 ELIGIBILITY

Prior to an employee engaging in a major course of study, he/she must receive written approval from the Fire Chief for the eligibility of the specific type of College Degree to guarantee his/her eligibility for the Education Bonus as provided herein. Each employee who qualifies for Education Bonus shall remain eligible during the course of his/her employment with the City, with the following exceptions: After qualifying for the Education Bonus, an employee shall cease to receive such Bonus during any time period that: the employee does not meet the requirements for Education Bonus; the employee is suspended without pay; or the employee's most recent performance evaluation is rated below standard or unsatisfactory. An employee who has lost his/her eligibility to receive this Education Bonus under the terms stated above shall have their Education Bonus reinstated the first payroll period following his/her re-qualification. The City agrees that it will provide performance evaluations of individuals receiving below satisfactory evaluation at least once every six months and that if it does not provide a new evaluation to such an individual, he/she shall commence receiving the Education Bonus six months after the below satisfactory evaluation.

## ARTICLE 6 – LONGEVITY PAY

### Section 6.01 TIER ONE

Members of this bargaining unit hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth in Exhibit IV, attached and incorporated herein.

## **ARTICLE 7 – LONGEVITY PAY — TIER TWO**

Bargaining Unit members hired on or after November 28, 2015, shall be eligible for Longevity Pay as follows:

- 6 years of service — \$500 monthly
- 13 years of service — \$700 monthly
- 20 years of service — \$900 monthly

The Longevity payments in this section are as set forth in Exhibit V, attached and incorporated herein.

## **ARTICLE 8 – INSURANCE ACTIVE EMPLOYEES**

### **Section 8.01 BASIC HEALTH AND MEDICAL INSURANCE**

The City will consult with employees through the insurance committee and consider all suggestions and presentations on the types of insurance plan or plans to be purchased. The City reserves the right to determine the insurance carrier with whom the City will contract for coverage.

### **Section 8.02 HEALTH INSURANCE FORMULA**

1. Effective January 2021, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,650.
2. Effective March 2024, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,700.
3. Employee Assistance Program – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2016 monthly rate is \$9.52 and is subject to change.

### **Section 8.03 DENTAL, OPTICAL AND LIFE INSURANCE**

Effective January 2019, the City shall pay 100% of the premiums for the agreed-upon dental, optical and life insurance for employees and eligible dependents to the maximum of \$135 per month. Effective March 2024, the maximum will increase to \$184.25 per month. The City will apply the maximum dollar amount to the payment of the various premiums in the following order: (i) optical, (ii) life, and (iii) dental. The City will extend dental coverage for dependents to the age of 26 as is the current practice for medical insurance. Effective as soon as practicable following implementation of these Terms and Conditions, the City shall pay basic life premiums to increase coverage to \$50,000.

#### **Section 8.04 LONG-TERM DISABILITY INSURANCE**

1. The City will pay on behalf of each qualifying employee 100% of premiums for California Association of Professional Firefighters reported to the taxing authorities as ordinary income of the employees.
1. An employee who has qualified for Long-Term Disability as a result of an injury or illness shall be required to implement a 50/50 integration benefit (50% of the available LTD benefit being funded by any and all accrued leaves) under the LTD Plan after their FMLA time expires. This 50/50 option will continue until the employee returns to duty, terminates employment, or exhausts all accrued Leaves. During use of the integration benefit process, the City will continue the employee's medical insurance and retirement payments as if the employee were not on Leave.
2. Employees of the Firefighters Bargaining Unit may participate in the City's Catastrophic Leave Program. Members on Long-Term Disability Leave, upon exhausting all accrued leaves, will be considered for the use of the City's Catastrophic Leave Program.

#### **Section 8.05 CATASTROPHIC LEAVE PROGRAM**

The Catastrophic Leave Program is as follows:

a. Purpose

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

b. Definition

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.

c. Procedures

There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

Sick Leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.



Employees must, at the time of donation, have a minimum of one hundred (100) hours of accumulated illness/injury leave remaining after a donation has been made.

5. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.

#### **Section 8.06 LONG TERM CARE GROUP INSURANCE**

Effective November 28, 2015, the City shall no longer pay on behalf of each qualifying employee any premiums for California Association of Professional Firefighters Supplemental Long Term Care Rider Composite Plan.

#### **Section 8.07 MEDICAL INSURANCE CONTRIBUTION - ON DUTY DEATH**

1. If it is determined by the Workers' Compensation Appeals Board and/or the Public Employees' Retirement System that an Association member has died as a direct and proximate result of the performance of duties in the course and scope of his/her employment, then the City shall continue to make group medical insurance premium payments on behalf of the surviving spouse until age 65, Medicare eligibility, whichever comes first, and to the children of the deceased member until age 18. Said medical premium payments on behalf of the children of a deceased member shall continue if at age 18, the child commences uninterrupted college enrollment, but not to exceed the age of 23.
2. The City-paid medical insurance premiums described herein shall be in an amount required to fund the level of medical insurance benefits, which the deceased member was receiving at the time of his/her death. For example, if at the time of death, the member was enrolled in a specific HMO Plan, then future premium payments made pursuant to this Section shall be in an amount required to maintain comparable plan benefits.

#### **Section 8.08 FLEXIBLE SPENDING ACCOUNT**

The City shall allow employees to participate in the Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code.

### **ARTICLE 9 – INSURANCE RETIRED EMPLOYEES**

#### **Section 9.01 CITY SPONSORED MEDICAL INSURANCE PLANS**

The City will pay 100% of the premium for the agreed upon health insurance, under the City's insurance plans, for retired employees and eligible dependents, to the maximum dollar amount being equal to the contribution made for current employees with coverage which is the same as that of the retiree.

### **Section 9.02 OTHER MEDICAL INSURANCE PLANS**

1. The City shall contribute up to \$120.00 per month to employees who service retire while under the employ of the City of El Segundo toward any medical insurance coverage which the retiree should select for himself or herself if the selected medical coverage is not provided under the City's insurance plans. Retirees with non-City medical coverage shall submit proof of their annual coverage for medical insurance to the City at any time during the year and the City will issue them a reimbursement check. Partial year coverage shall be compensated on a pro-rated basis.
2. The above limitation shall not apply for retirees who retired before December 1989 and in December 1989 were not receiving a City contribution to medical insurance. The monthly limitation for such employees shall be \$75.00.

### **Section 9.03 RETIREE DENTAL AND VISION**

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon the retiree's death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City's dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City's dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees' eligibility to enroll in such plans.

## **ARTICLE 10 – SICK LEAVE**

### **Section 10.01 SICK LEAVE ACCRUAL**

Permanent employees shall accumulate sick leave at the rate of one eight-hour day accumulation for each month's service not to exceed a maximum of 1056 hours. Members of the Fire Service in the positions of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain

who work shifts shall accumulate sick leave at the rate of one twelve-hour day accumulation for each month's service, not to exceed a maximum of 1584 hours. Sick leave shall be available for immediate use beginning from date of hire.

#### **Section 10.02 SICK LEAVE USAGE FOR FAMILY CARE**

1. Affected employees are eligible to utilize a maximum of six (6) days (three shifts) of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury.
2. Immediate family member includes an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, and a "designated person" (an employee may designate one person per 12-month period at the time the employee requests sick leave).

#### **Section 10.03 SICK LEAVE PAY UPON SEPARATION**

1. Upon separation from service of an employee, the City shall pay for the employee's unused sick leave accumulation according to the following schedule at the same rate the employee would have received had he/she used the benefit to receive full pay while absent on the date of the cash-out payment:
  - a. 50% after ten (10) years of service.
  - b. 90% after twenty (20) years of service.
2. Employees with 25 years or more of City service who have reached age 47 or more may, in each of their final three years of employment, cash out up to 1/3 of their accrued unused sick leave up to a maximum of 90% as long as they maintain a 120 hour post distribution balance during employment. The cash out is limited to one time per calendar year with the exception of the final 1/3 cash out to be made on separation. The first two payments are limited to the maximum dollar value of deferred compensation "catch up" permitted by law for the calendar year in which the cash out is received. In no event can an employee cash-out a cumulative total greater than that permitted above.
3. Effective October 1, 2016, employee's sick leave pay for 8.03(1) and 8.03(2) shall be paid at the base hourly rate set forth on the salary schedule.

#### **Section 10.04 SICK LEAVE PAY UPON DISABILITY RETIREMENT**

Employees separating from service because of a disability retirement, after five (5) years of service, will be compensated at 90% of the employee's accumulated, unused sick leave at the same rate the employees would have received had he/she used the benefits to receive full pay while absent on the date of the cash-out payment. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

**Section 10.05 SICK LEAVE PAY UPON DEATH**

Employees who die while under the employ of the City will receive 75% of their accrued unused sick leave. Benefits shall be paid to employee's beneficiaries and/or estate at the "regular rate of pay". Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

**Section 10.06 ANNUAL PAYMENT FOR HOURS OVER MAXIMUM**

On the first day of December of each year, employees who maintain a balance of 1056 hours (Firefighters assigned to fire suppression, 1584 hours) of Sick Leave accrual shall be paid at the "regular rate of pay" for one-half the Sick Leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10. Effective October 1, 2016, employee's sick leave shall be paid at the base hourly rate set forth on the salary schedule.

**ARTICLE 11 – VACATION LEAVE**

**Section 11.01 VACATION ACCRUAL 40-HOUR WORK WEEK**

1. Members of the Union who work 40 hours a week shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Twelve (12) working days per year with full salary for the first seven years of continuous service with the City;
  - b. Eighteen (18) working days per year with full salary after seven (7) years and until the completion of fourteen years of continuous service;
  - c. Twenty-four (24) working days per year with full salary after fourteen (14) years of continuous service.

**Section 11.02 VACATION ACCRUAL 24-HOUR SHIFT**

1. Employees who work on a shift basis shall accumulate vacation time not to exceed the total aggregate of two years accumulation in accordance with the following schedule:
  - a. Six (6) shifts per year with full salary for the first seven (7) years of continuous service with the City.
  - b. Nine (9) shifts per year with full salary after seven years and until the completion of fourteen (14) years of continuous service.
  - c. Twelve (12) shifts per year with full salary after fourteen (14) years of continuous service.

**Section 11.03 VACATION ELIGIBILITY**

1. One (1) captain, one (1) engineer, one (1) paramedic and one (1) firefighter per shift shall be granted vacation leave upon approved application being made and consistent with the needs of the Department. Effective October 1, 2011, the use of unsecured vacation shall be allowed, as provided by the rehire policy, more than one member in a rank per shift will be able to use accrued vacation time.
2. Vacation leaves may be taken only after an employee has completed one year's continuous service with the City.

**Section 11.04 VACATION BUY BACK**

Each affected employee shall be provided the option of converting one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution, during one (1) calendar year pay period as selected at the discretion of the employee.

**Section 11.05 VACATION ACCRUAL ON IOD**

An employee on a City approved industrial disability leave may exceed his/her maximum vacation accrual by 50% of his/her annual vacation leave. (Example: employee on IOD with 288 hours accrued vacation may accrue an additional 72 hours, i.e. 50% of his 144 annual accrual).

**Section 11.06 PROMOTION AND TRANSFER ELIGIBILITY**

Vacations shall be honored with respect to all transfers even if that vacation period has already been taken by another member. In addition, vacations shall be honored with respect to promotions, however this is contingent on volunteer members being available to work. Vacations honored under this provision that allow two members to be on vacation during the same period shall not be available to other members should the transferred or promoted member cancel said vacation period.

**Section 11.07 PAYOUT ON TERMINATION**

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination.

**Section 11.08 EMERGENCY USE**

For personal emergencies, that is, a serious illness of an "immediate family" member of the employee or the employee's spouse and for cases of extreme and unusual hardship of an emergency nature, employees, upon request, shall be entitled to utilize accumulated vacation leave or compensatory time-off, for which prior notification is required; however, in certain instances notification requirements may be waived.

## **ARTICLE 12 – OVERTIME**

### **Section 12.01 GENERAL**

1. All of the members of the Fire Department shall be subject to call for service at any time.
2. All employees working a 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their “regular rate of pay,” for all time worked in excess of 182 hours in a 24 day work period. These Terms and Conditions periodically refer to the “regular rate of pay.” The “regular rate of pay” is defined in 29 CFR § 778.108 et. seq. The parties acknowledge that the City does not pay the employee’s 12% PERS member contribution and consequently employer paid member contribution of 12% does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay. Such acknowledgement shall not cause any reduction of pay as the result of this language.
3. All employees working a 40 hour/7-day work period, a 9/80 or other modified 40 hour schedule shall receive premium overtime compensation at the rate of one and one-half (1.5) times their regular rate of pay for all time worked in excess of their daily work shift or in excess of 40 hours in a 7-day work period.

In determining an employee’s eligibility for overtime compensation in a work period, “sick leave” shall be excluded from the total hours worked.

4. 56- HOUR SUPPRESSION ASSIGNMENT- The work period for all employees assigned to a 56-hour suppression assignment (56 hr. employees) shall be a 56-hour week, consisting of eight (8), twenty-four-hour shifts within a 24-calendar day "FLSA cycle". The employer shall pay premium pay of 1.5 times the regular rate of pay for all hours worked in excess of 182 hours within the 24-calendar day cycle. Ten (10) hours of FLSA overtime pay is considered “regularly scheduled overtime,” thus premium pay reportable to CalPERS as normal hours worked.

### **Section 12.02 OVERTIME UNDER FLSA**

#### **1. Effective July 1, 2006**

- a. The City shall compensate personnel who temporarily work an 8-hour day at their regular rate of pay based on a 56-hour per week work schedule. The employee’s hourly rate shall be modified to a 40-hour per week rate if the Fire Chief reassigns the employee to that shift for an extended term.

### **Section 12.03 FORCED HIRE COMPENSATION**

#### **1. Effective July 1, 2006**

- a. Notwithstanding Section 12.01, employees subject to forced rehire shall be paid a minimum of four (4) hours at time and one-half (it is understood that pursuant to the Fire Department’s practice/procedure, recall is a form of forced rehire). The Battalion Chief

will release a recalled/rehired suppression employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

#### **Section 12.04 Compensatory Time Off**

Effective November 23, 2018, employees may elect to convert straight time hours worked in excess of 112 in a 12-day period to compensatory time off (CTO). Employees will be paid in cash for the half time “premium” portion of such hours and will be credited with having worked these hours for purposes of calculating overtime. Employees may accrue up to a maximum of 144 hours (6 shifts) of CTO.

#### **Section 12.05 No Prescribed Staffing Levels**

Consistent with El Segundo Fire Department Policy 208, the City does not have prescribed staffing levels. As set forth in Section 1.04, the City has the exclusive management right to increase or decrease staffing levels and assign employees, and maintain the efficiency of governmental operations. Effective February 24, 2024, the City will end its practice of backfilling overtime for thirteen (13) unit employees for each shift and will have the sole discretion to determine safe and appropriate staffing levels and the type and number of apparatus staffed.

Should the City exercise its right to make a permanent change to staffing levels, the City shall provide notice and an opportunity to bargain any negotiable impacts.

### **ARTICLE 13 – DEFERRED COMPENSATION PROGRAM**

#### **Section 13.01 ELIGIBILITY / PROGRAM ADMINISTRATOR**

Union members are eligible to participate in the City’s approved deferred compensation programs. The contributions made to this program shall be borne solely by the employee (i.e. no City contributions). In the event the City contemplates changing the program administrator, the City will first consult with the Union.

#### **Section 13.02 DEFERRED COMPENSATION MATCHING FUNDS**

Effective November 28, 2015, the City shall no longer match contributions made by the employee to the City’s Deferred Compensation Plan established under Section 457 of the Internal Revenue Code to a maximum of 5% of the employee’s regular rate of pay. However, the City shall deposit a final match to reflect the employee contributions made from January 2015 through the pay period ending November 27, 2015. The City shall deposit the final matching funds on behalf of the employee into the City’s Deferred Compensation Plan established under section 401(a) of the Internal Revenue Code.

## **ARTICLE 14 – RETIREMENT - PERS**

### **Section 14.01 PERS RETIREMENT PLAN**

1. For all members, except those defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
  - a. All sworn firefighting employees currently represented by the Union who are safety members of PERS shall have their retirement benefits calculated pursuant to the three percent (3%) at age 55 formula set forth in Section 21363.1 of the California Government Code.
  - b. One-Year Final Compensation option “single highest year” (Government Code Section 20042).
2. For “New Members” within the meaning of the California Public Employees’ Pension Reform Act of 2013:
  - a. The provisions of AB 340 (The California Public Employees’ Pension Reform Act of 2013) will be applicable to new members hired into this bargaining unit on or after January 1, 2013.
  - b. Retirement Formula: Per Government Code Section 7522.25(d), also known as 2.7% @ 57 retirement formula.
  - c. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
  - d. Effective January 1, 2013, employees shall pay one half of the normal cost rate, as established by CalPERS.

### **Section 14.02 OPTIONAL BENEFITS**

1. The City of El Segundo has modified its PERS contract to provide the following Optional Benefits:
  - a. Post-Retirement Survivor Allowance – in accordance with Government Code Sections 21624 and 21626
  - b. Military Service Credit as Public Service – employees may elect to receive such credit for prior military service in accordance with Section 21024 of the California Government Code.
  - c. Fourth Level of 1959 Survivor Benefits – in accordance with Government Code Section 21574
  - d. Pre-Retirement Option 2W Death Benefit – in accordance with Government Code Section 21548



### **Section 14.03 PERS PAYMENT PICK-UP**

1. The employees shall pay their required nine percent (9%) contribution to PERS. In accordance with Resolution No. 4497 The City shall pick-up this nine percent (9%) contribution, meaning that while employees pay their own nine percent (9%) member contribution, the City shall treat this contribution as an employer contribution for purposes of employee federal and state income tax withholding as authorized by Internal Revenue Code(IRC) Section 414(h)(2).
2. The City's pick-up of the contribution shall be limited to the percentages noted herein. Increases in the City's pick-up percentage shall not occur without mutual agreement of the parties.
3. Effective November 23, 2018, "classic" members, as defined by the California Pension Reform Act of 2013 (AB340), shall make an additional contribution to CalPERS of three percent (3%) of compensation earnable simultaneously with the salary increase identified in Section 2.01. (These employees shall pay an amount equal to twelve percent (12%) of compensation earnable as the employee contribution to PERS). These deductions shall be pre-tax and be pursuant to California Government Code section 20516(f) until such time as the City amends its contract with CalPERS to make the deduction pursuant to California Government Code section 20516(a).

## **ARTICLE 15 – UNIFORM AND SAFETY EQUIPMENT**

### **Section 15.01 UNIFORM MAINTENANCE PROGRAM**

1. Each newly hired employee within a represented classification shall be provided at City cost, with three (3) complete uniforms. A "complete" uniform shall be defined as including required badges, patches, shirts, pants, boots, jackets, jacket liner, belt, tie, tie clip, hat, hat piece, collar piece, name tags and buckles. Further, the City shall at its own cost replace items fitting within the aforesaid uniform description where such items are rendered unserviceable through normal wear and tear. If boots can be re-soled without negatively impacting integrity of the boot, then replacement will not occur. The determination of the Fire Chief as to uniform items being replaced consistent with this section shall be final and binding and shall not be subject to a grievance procedure or to judicial review.
2. Effective November 28, 2015, a uniform allowance shall no longer be provided to members of this bargaining unit.

### **Section 15.02 CAL OSHA/FED OSHA UNIFORM REQUIREMENTS**

In the event that Cal OSHA, Federal OSHA or an equivalent body changes the uniform requirements for unit employees, the City shall provide or pay the cost of the newly mandated item(s) up to 2 uniforms and 1 pair of shoes per employee.

### **Section 15.03 DEPARTMENT UNIFORM OFFICER**

The duties of the Department Uniform Officer may be assigned in the Firefighters' bargaining unit. The assigned personnel will manage the purchase, replacement and distribution of uniforms and turnout gear.

## **ARTICLE 16 – BEREAVEMENT LEAVE**

### **Section 16.01 GENERAL**

A maximum of four (4) days (which shall be defined as two (2) shifts or 48 hours) paid bereavement leave per incident of death in the immediate family is provided separate and distinct from sick or other leave benefits. "Immediate family" shall be defined as spouse, registered domestic partner, child, mother, father, grandparents, grandchildren or sibling of the employee or their spouse/registered domestic partner/significant other.

### **Section 16.02 USE OF OTHER LEAVES**

No other emergency leave shall be provided, except as outlined in Section 11.08.

### **Section 16.03 DOCUMENTATION**

Members who use bereavement leave or emergency leave shall be required to write a fire department correspondence through channels to the Fire Chief indicating the reason they requested the leave. The Fire Chief shall sign the letter and include it in the member's fire department personnel file.

## **ARTICLE 17 – SAFETY COMMITTEE**

### **Section 17.01 SELECTING MEMBERS**

The Fire Department Safety Committee shall at a minimum consist of one member from each suppression position: Battalion Chief, Captain, Engineer, Firefighter/Paramedic, and Firefighter. Each position shall select their volunteer representative. If there are no volunteers, the Fire Chief may appoint a position representative. Review of the representatives shall be made at approximately 18-month intervals, and/or at the request of the committee at any time. In addition to being comprised of suppression personnel, the Safety Committee shall also consist of one member from the Fire Prevention Division and one member from the Environmental Safety Division.

### **Section 17.02 PURPOSE**

1. Using a proactive risk management approach, make recommendations for abating unsafe conditions in order to prevent accidents and improve safety in all department operations.

2. Review policies and procedures of the department as they pertain to safety, and make recommendations for correction or change.
3. Review equipment, uniforms, and protective gear to assure their quality as related to safety considerations.
4. Review accidents related to equipment, apparatus, and facilities, as well as make recommendations regarding any corrective measures needed to limit future occurrences.
5. Issue department safety bulletins at the direction and approval of the Fire Chief.
6. All recommendations will be forwarded to the Fire Chief. He will take any final actions, ensuring compliance with local policies or ordinances, and/or any state or federal regulations.

### **Section 17.03 MEETINGS**

The committee shall meet at the discretion of their selected chairperson.

## **ARTICLE 18 – TRAINING REIMBURSEMENT**

### **Section 18.01 PARAMEDIC TRAINING REIMBURSEMENT**

1. Employees who participate in the Paramedic Training Program will be required to reimburse the City, for the cost associated with training paramedics upon voluntary separation from City service. The rate of reimbursement is as follows:
  - a. Voluntary separation during the Paramedic Training Program - 100% of the City's expended costs for training. Reimbursement is not required if the City receives credit back from the training program.
  - b. Voluntary separation during the first year following state certification as a paramedic - 100% of the City's expended costs for training.
  - c. Voluntary separation during the second year following state certification as a paramedic - 50% of the City's expended costs for training.
  - d. Voluntary separation during the third year, and thereafter, following state certification as a paramedic - no reimbursement.
2. The City's costs will be limited to the following:
  - a. Primary Paramedic Training.
  - b. State Accreditation Fee.

- c. L.A. County Accreditation Fee.

### **Section 18.02 DEPARTMENT INSTRUCTOR TRAINING**

1. Employees sent to training at City expense, for the purpose of training and instructing members of the department in training disciplines, shall commit to serve as a department instructor for a minimum of two (2) years. Any member who chooses not to honor this commitment will be required to reimburse the City for costs associated with the training according to the following schedule:
  - a. Voluntary separation during the training program - 100% of the City's expended costs for the training. Reimbursement is not required if the City receives credit back from the training program.
  - b. Voluntary separation from department instructor during the first year following the training course(s) - 100% of the City's expended costs for the training.
  - c. Voluntary separation from department instructor during the second year following the training course(s) - 50% of the City's expended costs for the training.
  - d. Voluntary separation during the third year, and thereafter, following the training course(s) - no reimbursement.
  - e. Members who voluntarily separate from the City will be exempted from this provision, unless the member leaves within the first six (6) months after completion of the training.
2. To determine reimbursement costs, the City's cost will be limited to the following:
  - a. Fees for the course(s).
  - b. Travel, per diem and lodging expense.

## **ARTICLE 19 – EDUCATIONAL REIMBURSEMENT**

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article. However, since there is a re-opener on this subject, the parties have agreed to retain the language below for historical reference only.

### **FOR HISTORICAL REFERENCE ONLY**

#### **Section 19.01 REIMBURSEMENT FOR COURSES**

1. For unit employees hired after July 5, 1975, the City will pay the employee \$375 for each job related course (3-unit semester or 4-unit quarter system) the employee

completes at an accredited college, university, or California State Fire Academy accredited state or regional class taken during the employee's non-work hours in which a minimum "C" grade or certificate is received in said course. The employee is required to obtain the prior approval of the Fire Chief. The maximum an employee can receive in any calendar year period is \$2,000.

2. During these Terms, the parties shall confer regarding designation of those California State Fire Academy courses which shall result in eligibility for reimbursement. The designation of classes shall include, but need not be limited to those classes that previously have been approved. Once the initial designation list has been compiled, the Fire Chief shall first confer with Union representatives and shall then be authorized to add newly designated courses which the Fire Chief considers appropriate.

### **Section 19.02 REIMBURSEMENT FOR TUITION AND BOOKS**

1. An additional benefit will be offered to employees hired after July 5, 1975. Those employees will have the option of receiving reimbursement for tuition and books as outlined below. (The employee may select only one reimbursement option during a calendar year)
  - a. The employee must submit a memo to the Fire Chief detailing courses and the time frame required to obtain job-related Associate or Bachelor degree at an accredited college or university.
  - b. The employee must receive approval (prior to enrollment) from the Fire Chief to receive reimbursement for tuition and books.
  - c. Tuition and book reimbursement is not to exceed \$2,000 for each affected employee per calendar year.
  - d. Reimbursement requires obtaining a grade of "C" or higher, and submission of appropriate receipts to the Fire Chief and the Director of Human Resources.
  - e. The Fire Chief or his/her designee shall keep a log of employees requesting and receiving educational reimbursement.
  - f. Employees must maintain an overall satisfactory department evaluation to remain eligible for educational reimbursement.
  - g. Once approval has been obtained the employee must meet the criteria outlined above to receive the reimbursement.

### **Section 19.03 CITY REIMBURSEMENT AGREEMENT**

1. Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:
  - a. Educational Reimbursement - "I certify that I successfully completed the course(s), receiving at least a grade of "C" or better." (Attach copy of grade

verification) "Further, I agree to refund the City or have deducted from my final paycheck any Educational Reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule."

#### **Section 19.04 CITY REIMBURSEMENT SCHEDULE**

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

1	100%	7	50%
2	100%	8	40%
3	90%	9	30%
4	80%	10	20%
5	70%	11	10%
6	60%	12	0%

### **ARTICLE 20 –TEMPORARY APPOINTMENTS**

#### **Section 20.01 GENERAL**

Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on Four/Ten Plan) or longer.

#### **Section 20.02 METHOD FOR FILLING VACANCIES**

Rank for rank rehires shall be the standard method used for filling vacancies with the exception of long-term vacancies expected to be longer than eight (8) weeks.

#### **Section 20.03 GUIDELINES**

1. Long-term vacancies (more than 8 weeks) may be filled with provisional appointments made at the direction of the Fire Chief. The following guidelines shall be used when considering filling a vacancy by provisional appointment.
  - a. The Fire Department Personnel Officer (FDPO) shall obtain a diagnosis in writing from the attending physician.
  - b. The FDPO will refer to the Medical Disability Advisor, 2nd Edition, by Presley Reed, M.D., to assist in determining the duration of the employee's absence. This would be the average of the minimum and maximum expected length of disability in the category for very heavy work.

#### **Section 20.04 PARAMETERS FOR CONFERRING**

1. The FDPO will confer with the Union to determine whether or not a provisional appointment should be made. Provisional appointments will normally be made when each of the following statements is true:
  - a. An employee to be provisionally appointed is reasonably available and has qualified for the position by competitive examination.
  - b. The provisional appointment is needed to relieve an overburden of staffing replacement hours.
  - c. The provisional appointment will not cause an overburden of staffing replacement hours.
  - d. The provisional appointment does not fall 45 days prior to a promotional examination in the same classification as the provisional appointment.
  - e. The provisional appointment can be reasonably justified as an operational necessity.

#### **Section 20.05 DETERMINATION OF APPOINTMENT**

1. The FDPO and the Union will reduce to writing a recommendation to the Fire Chief as to whether or not a provisional appointment should be made. The recommendation will be made within ten (10) days of a known vacancy and include the agreed upon answers to the statements listed above and/or the agreed upon differences of opinion of the FDPO and the Union.
2. The Fire Chief will consider the recommendation and make the final determination. If the recommendation is not made within ten (10) days, the Fire Chief will make a decision based on the information available at that time.

#### **Section 20.06 INTENT OF POLICY**

This policy shall not be abused or used outside the intent of filling longer-term disability positions, except for dynamic emergency situations that dictate rank for rank rehires.

### **ARTICLE 21 – MAINTENANCE AND REPAIRS**

#### **Section 21.01 LIMITED MAINTENANCE AND REPAIR**

Fire Department members shall perform limited maintenance and repair such as outlined below:

1. CARPENTRY

- a. Members will perform minor, unskilled carpentry maintenance and repair. Such carpentry responsibilities shall not include maintenance or repairs requiring special skills, knowledge, or tools beyond household handyman level.

2. PAINTING

- a. Members will perform touch-up painting. Such touch-up painting shall exclude painting of entire walls, rooms, or structures.

The foregoing Limited Maintenance Agreement shall pertain to all fire facilities:

**Section 21.02 ADMINISTRATIVE OFFICES (FIRE STATION #1)**

The City will maintain and clean the administrative office area and greenhouse windows in Fire Station #1. For the purpose of this provision, the administration office area is defined as the lobby, secretarial area, Fire Chief's Office, Fire Prevention Bureau offices, and Conference Room. Unit employees shall continue to be responsible for the maintenance and cleaning of all other areas in this facility and all areas of Fire Station #2 as presently provided.

**ARTICLE 22 – MATERNITY LEAVE**

**Section 22.01 EQUAL BENEFITS**

Except as provided herein, a female employee disabled because of pregnancy, childbirth, or a related medical condition shall have the same benefits as are provided to other employees who are temporarily disabled for (non-industrial) medical reasons.

**Section 22.02 WORKING AND REPORTING**

It is the employee's right to continue to work while she is pregnant. Members who become pregnant and are physically capable of performing their jobs may, at their discretion, remain in active-duty positions, and are not required to report their condition to the employer.

**Section 22.03 LIGHT DUTY**

1. The City shall transfer a pregnant female employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if she so requests, with the advice of her physician or the employee's other licensed health-care provider, where that transfer can be reasonably accommodated. The position will have an equivalent rate of pay and benefits. However, the City shall not be required to create additional employment that the City would not otherwise have created, nor shall the City be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.



### **Section 22.04 LEAVE**

1. A female employee disabled because of pregnancy, childbirth, or a related medical condition shall be entitled to take up to four months of leave of absence or the amount of accrued sick leave and vacation (if such leave is used), whichever is greater, due to such disability. The definition of “disabled because of pregnancy” includes that provided in California Code of Regulations Section 7291.2(g) and includes severe morning sickness or the need for time off for prenatal care. The date on which the leave should commence and the date on which the employee shall resume duties, shall be determined by the employee and her physician or the employee’s other licensed health-care provider. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee’s physician or her other licensed health-care provider. At the end of the employee’s period(s) of pregnancy disability or at the end of four months pregnancy disability leave, whichever occurs first, a California Family Rights Act (“CFRA”) eligible employee may request to take CFRA leave of up to 12 workweeks for the birth of her child, if the child has been born by that date. There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for reason of the birth of her child.

### **Section 22.05 NOTICE OF LEAVE**

1. Any employee who plans to take pregnancy disability leave shall give the City reasonable notice (generally at least 30 days) of the date the leave will commence and the estimated duration of any leave. If 30 days advance notice is impractical (e.g., medical emergency or unforeseen occurrence) the employee shall inform the City of her need for pregnancy disability leave as soon as practicable.
  - a. The City reserves the right to require written confirmation from the employee’s physician or the employee’s other licensed health-care practitioner that she is or will be disabled by pregnancy, childbirth, or related medical conditions as a condition of granting pregnancy disability leave.
  - b. The City reserves the right to require written verification from the employee’s physician or the employee’s other licensed health-care practitioner that her disability has ceased before the employee returns to work.

### **Section 22.06 RETURNING TO WORK**

1. When the employee is ready to return from pregnancy leave the employee shall be entitled to return to her original position unless either:
  - a. The job ceases to exist because of legitimate business reasons unrelated to the employee’s pregnancy disability leave (e.g., layoff); or
  - b. Each means of preserving the job for the employee would substantially undermine the City’s ability to operate safely and efficiently.

**Section 22.07 COMPARABLE POSITION**

1. If the employee cannot return to her original position because of either of the foregoing reasons, she shall be entitled to a comparable position unless either:
  - a. There is no comparable position available; or
  - b. For employees whose pregnancy disability does not qualify as a Family Medical Leave Act (“FMLA”) leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the City’s ability to operate safely and efficiently.
  - c. “Employment in a comparable position” means employment in a position, which is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions, including privileges, prerequisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. It must be performed at the same or geographically proximate worksite from where the employee was previously employed. It ordinarily means the same shift or the same or an equivalent work schedule.

**Section 22.08 RIGHTS**

Nothing contained herein shall limit the rights of the employee under the California Family Rights Act, the Federal Family and Medical Leave Act or other statutory and/or case law.

**ARTICLE 23 – POLICY AND PROCEDURE AGREEMENTS**

**Section 23.01 DISABILITY RETIREMENT APPEAL PROCEDURES**

The parties have agreed upon a disability retirement appeal procedure dated May 2010.

**Section 23.02 INJURY ON DUTY PROCEDURES**

The parties have agreed upon an injury on duty procedures dated June 18, 2003.

**Section 23.03 MODIFIED DUTY PROCEDURES**

1. This is a temporary light duty procedure, as part of occupational injury and illness policy.
2. When an employee is assigned to light duty the employee shall be assigned to a 40-hour workweek schedule (9-80 schedule). The attending physician will identify any work restrictions and limitations. The fire administration will determine if an appropriate temporary light duty assignment is available meeting the restrictions detailed by the attending physician. Final approval for temporary light duty assignments rests with the Fire Chief. Temporary light duty assignments shall be for thirty (30) days. The Fire Chief may grant extensions as needed or requested.

3. While on light duty the employee will wear the department-approved uniform. Exceptions to the requirement to wear the department-approved uniform may be granted by the Fire Chief based on the nature of the injury and the work to be performed.
4. In order to return to full duty the employee must provide written documentation per City Practices authorizing the return to unrestricted duty.
5. An employee assigned to temporary light duty may make a request to the Fire Chief for a modified 40-hour workweek and/or work location. The nature of available assignments and the needs of the employee will be considered in the decision. The Fire Chief will consider each request for a modified schedule/location on a case-by-case basis.

### **Section 23.04 REHIRE POLICIES**

City officials and Association representatives met and agreed to Rehire/Staffing Policy and Procedures. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated December 19, 2003. Either party may cause a reopening of the meet and confer process regarding proposed changes to the Rehire/Staffing Policy and Procedures incorporated herein. There shall be no modification to the Rehire/Staffing Policy and Procedures absent an agreement of the parties to do so.

### **Section 23.05 RANK FOR RANK POLICY**

The City agrees that when it rehires employees of the Fire Department it will rehire in rank, in accordance with the Rehire/Staffing Procedures, if there is available for rehire an employee holding the same rank as the absent employee.

### **Section 23.06 LAYOFF AND RECALL POLICY**

#### **1. Definitions**

- a. Layoff - A reduction in the workforce, resulting in temporary or permanent unemployment, of one or more employees.
- b. Bumping - Moving to a lower classification or special assignment in which there is no vacancy and displacing an employee who has less seniority in that classification or special assignment as determined by appointment date to the affected classification.

#### **2. Grounds for Layoff**

- a. Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce, an employee may be laid off, reduced in classification or displaced (bumped) by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his/her designee. The City Manager shall recommend to the City Council each classification to be affected by any such change. Employees of the Fire Department shall be laid off in the following order:

1. Temporary, part-time and seasonal employees;
2. Probationary employees;
3. Employees who have finished their probationary period.

3. Notice to Employees

- a. An Employee filling a full-time position shall be given fourteen (14) calendar days notice of layoff, seventeen (17) calendar days if by certified mail, indicating the circumstances, which made the layoff necessary. Employees reduced or displaced (bumped) shall be given five (5) calendar days notice, eight (8) calendar days if by certified mail, indicating the circumstances which made the change necessary. In the event of an emergency, the City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

4. At-Will Employees

- a. The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: Emergency Employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

5. Benefit Payoff

- a. In the event an employee is laid off, he/she shall receive payment, at the employee's request, for any earned unused sick leave (in accordance with the M.O.U.), prorated vacation or holiday time as quickly as possible but not later than fourteen (14) days after the layoff.

6. Procedures for Layoff

- a. Permanent employees shall be laid off in order of seniority in City service, that is the employee with the least City service shall be laid off first, followed by the employee with the second least seniority in City service, etc. Seniority shall be determined by hire date.

7. Procedures for Reduction or Displacement

- a. Employees shall be reduced or displaced (bumped) in order of their seniority in the affected classification or special assignment, that is the employee with the least seniority in the classification or special assignment shall be reduced or displaced (bumped) first, followed by the employee with the second least seniority in rank, etc. Seniority shall be determined by promotion or assignment date. Temporary appointments or "Acting" assignment dates shall not be used

for the purpose of calculating seniority in rank. For the purpose of this section Fire Paramedic shall be considered below Fire Engineer and above Firefighter.

8. Bumping Rights

- a. Employees shall have the right to bump down to a lower classification or special assignment to which they were previously assigned, provided that the employee has greater seniority in that assignment, thus bumping an employee in that classification or special assignment with the least seniority to a lower classification or special assignment. To bump down into a lower classification or special assignment the employee must qualify for the position including any required certifications or licenses. Employees properly laid off in the bargaining unit shall not have bumping rights to any other City departments. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within Fire Department Suppression Division.

9. Breaking Ties

- a. In cases where employees have the same date of hire (i.e. equal seniority), seniority shall be granted to the employee with the highest score on the examination in which the employee participated and received the appointment. The following criteria shall be used to determine seniority (in case of a tie or the testing process is not applicable, the next criteria shall be used).
  1. Overall raw score.
  2. Raw score of the oral interview.
  3. Raw score of the Practical (Engineers).
  4. Raw score of the written examination.
  5. The earliest date and time of application.

10. Salary Placement

- a. An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification, which is the closest to the compensation of the employee in the previous classification, but in no case higher, and the employee will be assigned a new salary anniversary date on the effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on the reemployment list or lists.

11. Reemployment List

- a. The names of permanent employees who have been laid off under this section (including employees who have bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or

any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refused the reemployment offer shall be permanently removed from the reemployment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the reemployment list.

#### 12. Letter of Layoff

- a. The City shall provide all employees who were laid off from the City a service letter setting forth that the employee was laid off and is eligible for reemployment. Those employees who were displaced to lower positions will be granted, upon the employee's request, a letter from the City stating the employee was reduced in status as a result of a layoff and is eligible for reemployment to the higher-level position.

#### 13. Rights of Reemployment

- a. If a person is reemployed by the City within three (3) years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of layoff. Upon reemployment, employees will be placed on the same salary step held at the time of layoff.

#### 14. Appeal

- a. If the above procedures, except for Section B - Grounds for Layoff and Section D - At-Will Employees, are misapplied and adversely affect a laid-off or displaced employee, the adversely affected employee may file an appeal, setting forth what sections of this Section were violated, to the City Manager.

### **Section 23.07 GRIEVANCE PROCEDURE**

#### **Effective October 1, 2011**

##### 1. Purpose

- a. To promote improved employer-employee relations by establishing procedures for the fair and orderly resolution of disputes between the City and the Union and/or the City and employees represented by the Union.
- b. To provide that grievances shall be settled as near as possible to the point of origin.
- c. To provide that the grievance procedures shall be as informal as possible.

## 2. Definition

- a. A "Grievance" shall be defined as a controversy between the City and the Union or an employee or employees covered by these Terms. Such controversy must pertain to any of the following:
  1. Any matter involving the application of any provision of these Terms; or
  2. Any matter involving the violation(s) of any provision or intent of these Terms; or
  3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by these Terms; or
  4. Any protests of ratings or performance evaluations.

## 3. Evaluations

- a. If an employee disagrees with their performance evaluation, Steps 1 and 2 of the grievance procedure shall apply to challenge the content of the employee's evaluation or performance review. If the grievance is not resolved at Step 2, the issue may be presented to the Director of Human Resources within five (5) business days after termination of Step 2. A meeting with the employee, Union representative and the Director of Human Resources will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is received by the Director of Human Resources. The Director of Human Resources may invite other members of management to be present at such meeting. The Director of Human Resources will give a written reply by the end of the seventh (7th) business day following the date of the meeting. The findings of the Director of Human Resources shall be final.

## 4. Discipline

- a. An appeal of discipline is not subject to the grievance procedure. An appeal of discipline is distinct from a grievance in that it is an action taken by an employee to request an administrative review of disciplinary action initiated against him or her and is subject to the following procedure, which shall supersede contrary provisions in Ordinance 586,. Where necessary, the City shall propose necessary modifications to bring the Ordinance into compliance with Government Code § 3254.5 (FBOR.). Pursuant to Government Code Section 3254.5, the administrative appeal shall be conducted in procedural compliance with Section 11500 et. seq.

5. Procedure

- a. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
  1. Step 1 - An employee's grievance must be submitted in writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of these Terms alleged to have been violated within fifteen (15) business days after the employee could have been reasonably expected to have had knowledge of the circumstance(s) giving rise to the grievance. The supervisor or management representative shall reply in writing to the employee by the end of the fifteenth (15th) business day following the presentation of the grievance and giving of such answer will terminate Step 1.
  2. Step 2 - If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief within ten (10) business days after termination of Step 1. A meeting with the employee, Union representative and Fire Chief will be arranged at a mutually agreeable location and time to review and discuss the grievance.
  3. Such meeting will take place within ten (10) business days from the date the grievance is received by the Fire Chief. The Fire Chief may invite other members of management to be present at such meeting. The Fire Chief will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 2.
  4. Step 3 - If the grievance is not settled in Step 2, the grievance will be presented to the City Manager within five (5) business days after termination of Step 2. The Grievant(s) or Union Representative and the City Manager shall, within seven (7) business days after receipt of a grievance initiated at this Step, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) business days from the date the grievance is referred to Step 3. The City Manager will give a written reply by the end of the seventh (7th) business day following the date of the meeting, and the giving of such reply will terminate Step 3. The findings of the City Manager shall be final and binding except as provided in Step 4 below.
  5. Step 4 - In cases, and only in such cases, which involve the alleged violation of the Personnel Ordinance, the Classification and Salary Resolution, the Personnel Rules or a Memorandum of Understanding, the employee may, by written notification to the Director of Human Resources within two (2) working days, request submission of the issue to the Los Angeles County Civil Service Commission, Public Employee Relations Board (PERB), or Los Angeles County Employee Relations Commission (ERCOM), whichever may apply, stating specifically the



paragraphs of the Ordinance, Resolution, Rules or Memorandum of Understanding which the Grievant(s) alleges are being violated. The Director of Human Resources shall then submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Los Angeles County Civil Service Commission, to review all such evidence and information as it relates to the specific violation alleged by the employee(s).

6. Representation

- a. Employees may be represented by persons of their choice at meetings with the Fire Chief, Director of Human Resources, City Manager or Los Angeles County Civil Service Commission. When the grievance is processed with Union participation, the Union agrees to pay half of the cost of hearings conducted by the Los Angeles County Civil Service Commission, to a maximum annual (fiscal year) amount of three-thousand dollars (\$3,000). In addition, Union shall pay half the cost of any FBOR mandated Administrative Law Judge. In such a case where a grievance is processed without the Union's approval or participation, the individual(s) shall not incur the same cost.

7. Witnesses

- a. In the event an employee represented by the Union is required by any party to appear at any meeting in any Step in this Procedure while otherwise in a paid status, the employee shall not suffer any loss of pay as a result of that appearance.

8. Time Limits

- a. Time limits and procedures, as set forth above for each of the Steps, may be extended or waived by mutual agreement between the parties, but neither party shall be required to so agree. The parties agree that in the event the Union or any member should fail to comply with any of the time limitations set forth in this Procedure, such failure shall constitute a waiver of its right to prosecute the grievance further, unless good cause exists for the failure and the City has suffered no prejudice as a result. In the event the City or any of its representatives should fail to comply with any of the time limits prescribed in this Procedure, such failure shall compel the City to grant the remedy requested in the grievance.

**Section 23.08 SHIFT TRADE POLICY**

1. During this negotiation process fire department officials and Association representatives met and agreed to the Rehire/Staffing Policy and Procedures that included shift trades. That agreement is reflected in a revised Rehire/Staffing Policy and Procedures dated November 11, 2003.

**Section 23.9 NO SMOKING POLICY**

1. Except as specified below, unit employees shall not be permitted to smoke and/or use tobacco products on duty in City facilities at any time.
2. Any unit employees hired after July 1, 1987, shall, as a condition of initial and continued employment, refrain from smoking and/or using tobacco products at any time on or off duty, except as specified below.
3. The City agrees to allow represented employees an occasional off-duty celebratory cigar during his/her employment.

**Section 23.10 MEDICAL EXAMINATION POLICY**

Upon request, the City shall provide annual medical examinations to members of this bargaining unit.

**Section 23.11 MILITARY LEAVE POLICY**

City shall provide military leave in accordance with law.

**Section 23.12 ELECTION DAY VOTING POLICY**

Covered employees who are assigned to work on the day of any Federal, State or Municipal elections, who desire to vote, shall be obligated to cast absentee ballots whenever legally available. The parties agree that this provision is not intended to infringe upon any employee voting rights set forth in Section 14000 et. seq. of the California Elections Code. If any portion of this provision is found to violate Section 14000 et. seq., as part of a final adjudication by a court of competent jurisdiction, then the parties agree to discuss alternative voting arrangements for covered employees forthwith which balances employee voting rights and the legitimate scheduling needs of the Fire Department.

**Section 23.13 JURY DUTY**

1. Employees shall be entitled to a leave of absence for jury Duty, subject to compliance with all of the following conditions:
  - a. The employee must provide written notice of the expected Jury Duty to his or her supervisor as soon as possible, but in no case later than 14 days before the beginning of Jury Duty (defined as the date on which the employee is directed by jury summons to either commence telephone contact with the jury administrator and/or appear in court.)
  - b. During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.
  - c. For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay unless, the employee presents written evidence that the court estimated during *voire dire* that the trial would be

of two or less weeks duration, or in the alternative the employee presents written evidence that he/she advised the court that City compensation was limited to two weeks, that the employee asked to be excused because of this hardship, and the request was denied.

- d. Any compensation for the first two weeks of Jury Duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.
- e. While on Jury Duty, the employee must report to work or use vacation leave for the remainder of the employee's scheduled duty days, when relieved of jury duty for the day and prior to the end of the scheduled duty day.
- f. The employee must provide documentation of his or her daily attendance on Jury Duty.

#### **Section 23.14 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

Attached to these Terms and Conditions as Exhibit I, is the discipline-related policy and procedure which has been drafted in accord with the requirements of Government Code § 3250 et. seq., the Firefighters Procedural Bill of Rights Act.

#### **Section 23.15 RESIDENCY REQUIREMENT**

In order to ensure prompt response times in an emergency situation, all personnel hired by the El Segundo Fire Department after February 20, 2024, may reside no further than one hundred (100) road miles from Fire Headquarters. This presumes that a substantial portion of that distance will be traveled at freeway speed and that personnel can report to Fire Headquarters within 90 minutes of the request for call back. Any request to live outside this limit will be evaluated individually to determine the impact on ability to respond in an emergency situation.

### **ARTICLE 24 – UNION BUSINESS**

#### **Section 24.01 BULLETIN BOARDS**

The Union shall be provided a bulletin board location at each fire station for its posting of information concerning official Union business and activities. All posting shall contain the date of the posting and the identification of the document as a Union sponsored publication. All postings shall be done by an authorized Union representative. Management shall have a right to remove and/or prevent the posting of materials that contain personal attacks upon the qualifications, skills, credibility, honesty or character of any City employee of any rank.

#### **Section 24.02 UNION MEETINGS**

1. The Union shall be limited to ten (10) meetings per year during regular business hours. Additional meetings can be held after hours or on weekends.

2. Meetings held during regular business hours shall begin at 0730 hours and end at 1130 hours with employees returning to work details by 1145 hours, except that meetings may be longer with approval of the Fire Chief or his designee.

### **Section 24.03 CONDUCT OF UNION/ASSOCIATION BUSINESS**

Effective July 1, 2000, each fiscal year, representatives designated by the Union shall collectively be entitled to seven (7) twenty-four (24) hour shifts of time with pay in order to attend related conferences, seminars, workshops, meetings, etc. No more than four (4) shifts, or the equivalent number of hours may be taken by any one representative on any one occasion. Time used to participate in the processing of grievances or during the formal "Meet and Confer" process shall be in addition to, and shall not count against, the time off with pay granted above. A maximum of four (4) of these shifts not used during a calendar year may be carried over into the next year, however, in no circumstance shall the Union or its representatives be entitled to more than eleven (11) shifts per fiscal year. Employees requesting to utilize this paid leave shall secure approval from the President of the Association and submit the request to the Fire Chief ten (10) days in advance of the requested time off. Employees shall not be penalized any hours for utilizing this time, for the purpose of calculating FLSA compensation.

### **Section 24.04 VOLUNTARY DUES DEDUCTIONS**

#### Union Dues

1. The Union shall provide the City with a list certified by an authorized Union representative identifying all voluntary dues paying members from whose salary or wages the dues deduction is to be made and shall promptly notify the City within 10 days of any change to the certified list.
2. The City Finance Department shall deduct dues from the wages of all members identified on the most recent certified list of dues paying members received from the Union (taking into account any subsequent modifications received from the Union).
3. The Union shall notify the City if the amount of dues will change.

#### Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union's certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

#### Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this article.

## **ARTICLE 25 – HOLIDAYS**

### **Section 25.01 ACCUMULATION**

1. Employees who work shifts and are regularly required to work holidays shall accumulate holiday pay at the rate of one hundred forty-four hours per year in lieu of holidays. Employees who are assigned to work shifts but are not working shifts because they are assigned to work a light duty assignment or placed on temporary total disability (IOD) shall continue to accumulate one hundred and forty-four hours per year in lieu of holiday, but shall use holiday pay based on the assigned light duty or IOD work schedule. Employees who terminate employment shall be paid holiday pay on a pro rata basis.

### **Section 25.02 ANNUAL PAYMENT**

1. Holiday pay shall be reported to CalPERS as compensation in the pay period in which the holiday falls at the employee's hourly rate at the time the holiday is earned. Employees shall be paid the holiday pay at the employee's rate of pay via direct deposit annually, inclusive of sick leave pay and holiday pay in November, but not later than on or about December 10.

Utilizing the eligibility criteria noted above, when an employee is eligible to receive Holiday Pay (known as Holiday Credit), the payment of Holiday Pay shall be at the regular rate of pay (Article 25.02) which includes the employee's base salary plus all remuneration required to be included in the regular rate of pay.

### **Section 25.03 PERS PICK-UP**

Effective November 28, 2015, the City shall no longer pay any of the members' PERS contribution on Holiday pay.

## **ARTICLE 26 – MISCELLANEOUS**

### **Section 26.01 OPPORTUNITY TO REVIEW MATERIALS**

1. No employee shall have any comment adverse to his/her interest entered into the employee's personnel file, or any other file used for any personnel purposes by the employer, without the employee having first read and signed the instrument containing the adverse comment indicating the employee is aware of such comment, except that such entry may be made if after reading such instrument the employee refused to sign it. The employee's signature on the instrument indicates notice of the adverse comment, but does not indicate agreement by the employee with the comment. Should the employee refuse to sign, that shall be noted on that document, and signed by a witness, not a party to the issuance of the instrument. The employee may attach a rebuttal to the instrument containing the adverse remark to be included in the Human Resources or Fire Department personnel file.

**Section 26.02 TRAINING PUBLIC AND EMPLOYEES**

1. As part of their duties, suppression personnel may be required to instruct and participate in training for the public and other City Personnel. Examples of such training and participation include first aid, CPR, CERT, Confined Space Rescue Awareness, breathing apparatus, fire extinguisher operation, and various public education programs.
2. The determination as to whether to use on-duty personnel or off-duty personnel to conduct such training is within the Fire Administration's discretion to decide. If on-duty personnel are used Administration will determine whether to hire back additional personnel. The decision will be based on operational reasons. When personnel are hired back from off duty to instruct or participate in such training they will be paid at a rate consistent with these Terms and Conditions of Employment.

**ARTICLE 27 – SCHEDULE**

**Section 27.01 SCHEDULE – SUPPRESSION EMPLOYEES**

1. The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.

**ARTICLE 28 - LIMITED LAYOFFS**

**Section 28.01 NO LAYOFFS**

Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or demoted as the result of such reorganization.

**EXHIBIT I**  
**SUPPLEMENTAL PROCEDURES FOR APPEALS BY FIREFIGHTERS**  
**OF PUNITIVE ACTION**  
**UNDER THE**  
**FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT**

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and are intended to supplement Rule 14 and Rule 15 of the City of El Segundo Personnel Rules and Section 2.28.070, entitled “Hearing on Appeals” and Section 2.28.150, entitled “Employee Appeals” of Chapter 2.28, entitled “Personnel Merit System” of the City of El Segundo Municipal Code.

1. **DEFINITIONS**

- a. The term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: firefighter, firefighter special assignment paramedic, fire engineer, fire captain, and battalion chief.
- b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

2. **SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS**

These procedures shall supplement Sections 2.28.070 and 2.28.150 of Chapter 2.28 of the City of El Segundo Municipal Code and Rules 14 and 15 of the City of El Segundo Personnel Rules.

A firefighter who is suspended for more than five (5) workdays, but not for a period in excess of thirty-one (31) workdays, shall be entitled to an appeal hearing before the City of El Segundo City Council (“City Council”), which hearing shall be

conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

A firefighter who is suspended more than thirty-one (31) workdays; demoted; or dismissed from employment shall be entitled to an appeal hearing before the Los Angeles County Civil Service Commission (“Commission”) which hearing shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.<sup>1</sup>

- a. Notice of Discipline as Accusation – The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code § 11500, et seq.
  - i. Pursuant to Government Code § 3254, subsection (f), a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
  - ii. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The notice shall include a post card or other form entitled “Notice of Defense” which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.
  - iii. The accusation shall include or be accompanied by a statement to the respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the accusation, and that failure to do so will constitute a waiver of respondent’s right to a hearing. The statement to respondent should be prepared in conformity with the requirements of Government Code § 11505.

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<sup>1</sup> The Los Angeles County Civil Service Commission and the El Segundo City Council shall be referred to collectively in these rules as “Commission/ City Council” inasmuch as the same procedures apply to each. Which body conducts the hearing will depend upon the punitive action being appealed.



- iv. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter with the notice of discipline.
  
- b. Request for Appeal Hearing - A firefighter seeking to appeal to the Commission/ City Council must file a timely Notice of Defense within 15 days after service of the accusation, in compliance with Government Code § 11506. Failure to file a timely Notice of Defense shall constitute a waiver of the respondent's right to a hearing, unless the City Manager (or designee) in his or her discretion nevertheless grants a hearing.
  
- c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Commission (or its designee)/ City Council with the administrative law judge presiding at the hearing, pursuant to California Government Code section 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Commission/ City Council on matters of law. The Commission/ City Council shall exercise all other powers relating to the conduct of the hearing.
  
- d. Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Commission/ City Council, a hearing shall be conducted at the City of El Segundo City Hall at a time to be determined by the Commission/ City Council.
  
- e. Notice of the Hearing – Notice of the hearing shall be provided to the parties at least 10 days prior to the date of the hearing and in a form consistent with Government Code § 11509.
  
- f. The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.
  
- g. The Commission/ City Council shall issue its decision pursuant to City of El Segundo Municipal Code Section 2.28.070. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be in writing. Copies of the decision shall be delivered to the

parties personally or sent to them by registered mail and accompanied by a proof of service.

- h. The decision of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, is final. The decisions and findings of the Los Angeles County Civil Service Commission, or the City Council, as the case may be, shall be subject to review of courts only, pursuant to Government Code § 11523.

3. SUPPLEMENTAL APPEALS PROCEDURES FOR PUNITIVE ACTIONS NOT INVOLVING FIREFIGHTER DISMISSAL, DEMOTION, OR SUSPENSION FOR MORE THAN FIVE WORKDAYS

Appeals from punitive actions other than suspensions for more than five workdays, demotion, or dismissal, shall be conducted in accordance with the appropriate procedures set forth in Rule 14 of the City of El Segundo Personnel Rules. The Los Angeles County Civil Service Commission shall have no jurisdiction over an appeal under this section. Nothing herein shall be interpreted to establish a property interest in any assignment.

In addition, pursuant to Government Code §§ 11425.10 and 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a dismissal, demotion, or suspension for more than five workdays. Examples of punitive actions subject to the informal hearing procedure, include, but are not limited to, written reprimands and non-disciplinary transfers resulting in a loss of compensation (e.g., non-disciplinary transfer out of a premium pay assignment). The appeal is an opportunity for the firefighter to present written material and arguments why a punitive action should not occur or offer alternatives to the action.

- a. Effective Date of Punitive Action – Pursuant to Government Code § 3254, subsection (f), punitive action other than a dismissal, demotion or suspension for more than five workdays shall not be effective sooner than 48 hours of issuance of the final notice of discipline.
- b. Notice of Appeal – Within five (5) work days of receipt by a firefighter of notification of punitive action as set forth above in paragraph (1)(b), the firefighter shall notify the Fire Chief in writing of the firefighter's intent to

appeal the punitive action. The notice of appeal shall specify the action being appealed and any substantive and procedural grounds for the appeal.

- c. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the Presiding Officer. If the Fire Chief cannot serve as the Presiding Officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or designee shall serve as the Presiding Officer. The Presiding Officer, or his or her designee, shall conduct the informal hearing in accordance with these procedures. The decision of the Presiding Officer shall be final and binding.
- d. Burden of Proof- The Fire Department (“Department”) shall bear the burden of proof at the hearing.
  - i. If the punitive action involves charges of misconduct (i.e., allegations that the firefighter has violated one or more federal, state, or local laws, and/or City or Fire Department regulations, procedures, or policies), the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that the punitive action was reasonable under the circumstances.
  - ii. If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The Department’s burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
- e. Conduct of Hearing-
  - i. The formal rules of evidence do not apply, although the Presiding

Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

- ii. The parties may present opening statements.
- iii. The parties may present evidence through documents and testimony.
  - aa. Witnesses shall testify under oath.
  - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.
  - cc. If the punitive action being appealed is a written reprimand and/or does not involve a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
- iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
- f. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- g. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- h. Decision- The decision shall be in writing pursuant to Government Code § 11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or

representative, shall be accompanied by an affidavit or certificate of mailing.

- i. **Judicial Review in Limited Circumstances** - Where the cross-examination of witnesses was allowed during the informal hearing, either party may seek judicial review of the decision pursuant to Code of Civil Procedure § 1094.6. Where the cross-examination of witnesses was not allowed, neither party may seek judicial review of the decision; the Presiding Officer's decision is final and binding, without further appeal or review.

**CITYWIDE PUBLIC PAY SCHEDULE - EFFECTIVE OCTOBER 4, 2011  
REVISION DATE - FEBRUARY 20, 2024**

<b>IAFF</b>									
<b>EI Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule</b>									
<b>EFFECTIVE DATE</b>	<b>SALARY REVISION EFFECTIVE DATE</b>	<b>AGREEMENT NUMBER</b>	<b>JOB CLASS TITLE</b>	<b>GROUP BU</b>	<b>GRADE</b>	<b>PAY TYPE</b>	<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
2/24/2024	2/20/2024		Firefighter	ESFA - IAFF	483	Hourly	27.34	6635.38	79624.56
							28.66	6954.87	83458.46
							30.04	7290.32	87483.82
							31.49	7642.54	91710.53
							33.02	8012.35	96148.19
							34.62	8400.67	100808.01
2/24/2024	2/20/2024		Fire Paramedic	ESFA - IAFF	497	Hourly	33.08	8028.28	96339.42
							34.69	8417.41	101008.86
							36.37	8825.96	105911.56
							38.14	9254.96	111059.55
							39.99	9705.42	116465.04
2/24/2024	2/20/2024		Fire Engineer	ESFA - IAFF	497	Hourly	33.08	8028.28	96339.42
							34.69	8417.41	101008.86
							36.37	8825.96	105911.56
							38.14	9254.96	111059.55
							39.99	9705.42	116465.04
2/24/2024	2/20/2024		Fire Captain	ESFA - IAFF	510	Hourly	38.21	9273.45	111281.35
							40.07	9724.81	116697.68
							42.03	10198.76	122385.13
							44.08	10696.39	128356.74
							46.23	11218.91	134626.88

**Exhibit III - Educational incentive**

**Effective 11/24/2018**

**\* Represented employees hired before 11/28/15 shall have the opportunity to achieve PERSable educational incentive highlighted in blue until the end of this contract (09/30/21) (Tier I)**

**\*\* Represented employees hired after 11/28/15 shall receive non-PERSable educational bonus pay highlighted in yellow (Tier II)**

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
483	FIREFIGHTER	\$ 500.00	\$ 900.00	\$ 182.89	\$ 548.66	\$ 792.51

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
497	FIRE PARAMEDIC	\$ 500.00	\$ 900.00	\$ 211.36	\$ 634.08	\$ 915.89

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
497	FIRE ENGINEER	\$ 500.00	\$ 900.00	\$ 211.36	\$ 634.08	\$ 915.89

RANGE	POSITION	Hired on/after 11/28/15 (Tier II - NonPERSable)		Hired before 11/28/15 (Tier I)		
		BA	MA	FIRE UNITS	AA	BA
510	FIRE CAPTAIN	\$ 500.00	\$900.00	\$ 244.39	\$ 733.17	\$ 1,059.02

**Exhibit IV - Longevity**

**Effective 11/24/2018**

**\* Longevity 19.5 yrs amended to 19 years for members hired before 11/28/15**

		Hired on/after 11/28/15			Hired before 11/28/15			
RANG E	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
483	FIREFIGHTER	\$ 500.00	\$ 700.00	\$ 900.00	\$ 426.73	\$ 1,036.35	\$ 1,645.97	\$ 2,377.52

		Hired on/after 11/28/15			Hired before 11/28/15			
RANG E	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE PARAMEDIC	\$ 500.00	\$ 700.00	\$ 900.00	\$ 493.17	\$ 1,197.70	\$ 1,902.24	\$ 2,747.67

		Hired on/after 11/28/15			Hired before 11/28/15			
RANG E	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
497	FIRE ENGINEER	\$ 500.00	\$ 700.00	\$ 900.00	\$ 493.17	\$ 1,197.70	\$ 1,902.24	\$ 2,747.67

		Hired on/after 11/28/15			Hired before 11/28/15			
RANG E	POSITION	Longevity 6 yrs	Longevity 13 yrs	Longevity 20 yrs	Longevity 6.5 yrs	Longevity 13 yrs	Longevity 19 yrs	Longevity 26 yrs
510	FIRE CAPTAIN	\$ 500.00	\$ 700.00	\$ 900.00	\$ 570.24	\$ 1,384.87	\$ 2,199.50	\$ 3,177.06



**Exhibit V - PM level 1  
Effective 11/24/2018 for  
all represented  
employees in unit**

RANGE	POSITION	PM LEV 1
483	FIREFIGHTER	\$ 640.10

RANGE	POSITION	PM LEV 1
497	FIRE PARAMEDIC	NA

RANGE	POSITION	PM LEV 1
497	FIRE ENGINEER	\$ 739.76

RANGE	POSITION	PM LEV 1
510	FIRE CAPTAIN	\$855.36

**RESOLUTION NO. Number**  
**FIXING THE EMPLOYER CONTRIBUTION**  
**UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**  
**AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**  
**WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION**  
**004 EL SEGUNDO FIREFIGHTERS' ASSOCIATION**

- WHEREAS, (1) **City of El Segundo** is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act") for participation by members of **El Segundo Firefighters' Association**; and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of **\$1,700.00** per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) **City of El Segundo** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of **City of El Segundo** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of El Segundo** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of El Segundo** all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on **April 1, 2024**.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 20<sup>th</sup> day of February, 2024.

Signed: \_\_\_\_\_  
Drew Boyles, Mayor

Attest: \_\_\_\_\_  
Tracy Weaver, City Clerk



## City Council Agenda Statement

Meeting Date: February 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.5

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### TITLE:

Strategic Plan Mid-Year Update

### RECOMMENDATION:

1. Receive and File the Strategic Plan Mid-Year Update.
2. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

None.

### BACKGROUND:

The City's Strategic Plan (Attachment 1) guides the work of the City of El Segundo for the four-year period FY 2022-26. The Plan articulates the vision, mission, and values of the City and establishes the City's five goals, as follows:

<b>Vision</b>	Be a global innovation leader "where big ideas take off" while maintaining our unique small-town character.
<b>Mission</b>	Provide a great place to live, work, and visit.
<b>Values</b>	<b>Service.</b> We work to provide exceptional services and continuously improve our practices and processes. <b>Ethics.</b> We are accountable and responsible for our actions, transparent in our processes, and follow professional standards. <b>Collaboration.</b> We work as one team on behalf of the community.

## Strategic Plan Mid-Year Update

February 20, 2024

Page 2 of 3

### Multi-Year Goals

- Goal 1** Enhance Customer Service, Diversity, Equity, Inclusion, and Communication
- Goal 2** Support Community Safety and Preparedness
- Goal 3** Promote a Quality Workforce Through Teamwork and Organizational Efficiencies
- Goal 4** Develop and Maintain Quality Infrastructure and Technology
- Goal 5** Champion Economic Development and Fiscal Sustainability

The Strategic Plan is updated annually during a City Council Strategic Planning Session, with the 2024 session to be held on April 30, 2024. During this session, City Council will review each goal and associated strategies to monitor progress and update, as needed. In addition, City Council provides direction to staff on the "Top 10 Priorities" for the year ahead.

### DISCUSSION:

The City Strategic Plan Mid-Year Update Report (Attachment 2) summarizes progress towards completion of City Council's Top 10 Priorities as well as other key Strategic Plan activities. Staff has implemented new software (Monday.com) to monitor and evaluate the progress of each strategy which will be demonstrated during the staff presentation for this item.

### CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Goal 2: Support Community Safety and Preparedness

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Goal 5: Champion Economic Development and Fiscal Sustainability

### PREPARED BY:

Barbara Voss, Deputy City Manager

### REVIEWED BY:

Barbara Voss, Deputy City Manager

### APPROVED BY:

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. FY 2022-2026 Strategic Plan
2. Strategic Plan Mid-Year Update Report



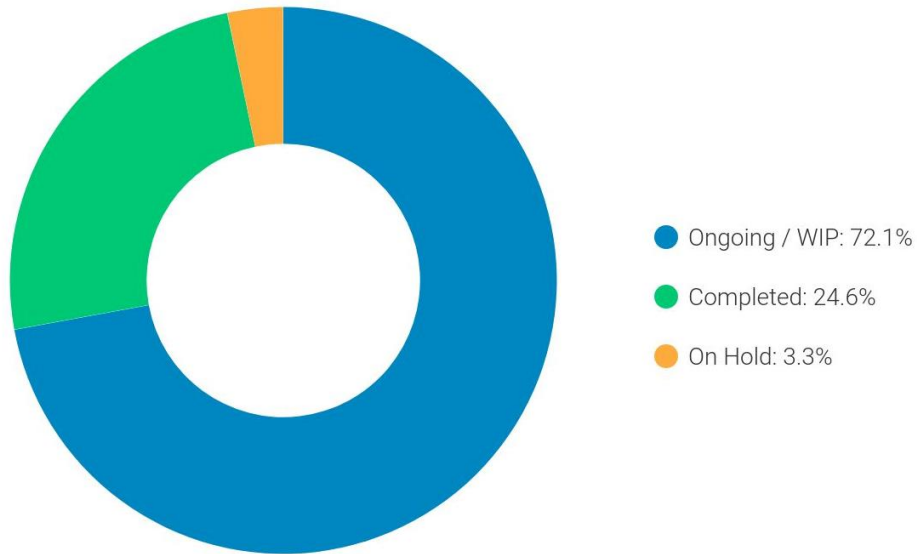
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View the City of El Segundo FY 2022-2026 Strategic Plan here: [FY 2022-2026 Strategic Plan](#)

# FY 2022-26 Strategic Plan – Mid-Year Update

## Top 10 City Council Priorities

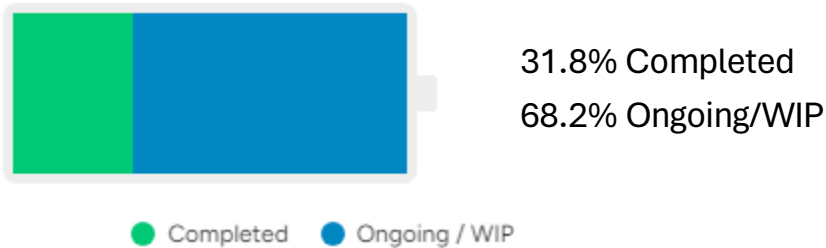
### Overall Progress



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### GOAL 1

#### ENHANCE CUSTOMER SERVICE, DIVERSITY, EQUITY, INCLUSION AND COMMUNICATION



1. Strategy 1A - Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

#### Key Activities

- State of the City event was held on November 14, 2023.
- Staff presented the [FY 2023-2025 Communications Plan](#) to City Council on October 3rd to share where staff will focus on integrated communications efforts to proactively inform stakeholders of what the City is doing to meet their needs and to strengthen and expand resident and business engagement.



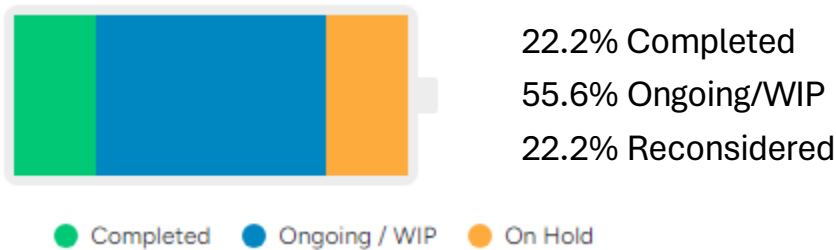
- Starting in November 2023, the City added a section to the monthly City News Newsletter called "We Heard You" that highlights how the City incorporates feedback received from residents and businesses via the City's annual survey (Net Promoter) when updating the City's Strategic Plan every year. This section is updated monthly with projects recently implemented by the City as a direct result of community feedback.
- Forms, Templates, Policies, and Procedures regularly updated on Intranet by Communications Committee members and audited by the Communications Department.
- Clerks added 2024 Presidential Primary Election information to Clerk's website.
- El Segundo Media included election information in both February and March 2024 news programs. Dedicated social media posts and website homepage banner with election information.
- On December 6, 2023, the City launched a Hyperion Dashboard on the Hyperion page of the city website to help easily track the status of implementing the 33 recommendations made by the LASAN Ad Hoc Committee following the 2021 spill at Hyperion. Click [here](#) to view the dashboard.
- Communications distributed bi-monthly Hyperion email newsletter.
- The City hosted a virtual Town Hall with AQMD and representatives from LACDPH, City of L.A. and LASAN, Senator Ben Allen, offices of Congressman Ted Lieu, Assemblymember Al Muratsuchi, and L.A. County Supervisor Holly Mitchell.
- El Segundo Media created a video segment called "Hyperion Update" that covers the City Manager's Hyperion Update at every City Council Meeting. The Hyperion Update is pushed out on local cable channels, YouTube, City website, and City social media channels every 1st and 3rd Thursday of the month.
- The City kicked off the second "City Hall on the Road" pop-up at the intersection of Holly and Pine on January 31st.
- Partnered with the El Segundo Little League for press & media coverage of the team's historic run and ultimate win of the 2023 Little League World Series. The press & media coverage was broadcast on local, national, and international channels and resulted in well over \$10M in publicity value of earned media coverage.
- The Fire Department launched its annual Spark of Love campaign and the Police Department partnered with the United States Marine Corps to host Toys for Tots. Both toy drives collect donations of new, unwrapped toys from the community and provide toys to under-served families and children during the holiday season.
- The Recreation, Parks and Library Department has posted signage in parks reminding visitors that bike and e-bike riding is prohibited.
- The Police Department hosted Donuts with Detectives on January 17, 2024, and the Community Police Academy Class from January 10, 2024 to March 13, 2024.

- The winter brochure highlighting Recreation, Parks and Library Department programs, projects and services is available both online and in print to ensure maximum accessibility for community members.
- El Segundo Media covers news and events throughout the City of El Segundo and are published to all the City's communications channels. Regular programming includes:
  - City Council Meetings
  - City Council Recap
  - Monthly News Show
  - Planning Commission Meeting
  - Recreation & Parks Commission Meeting
  - All City Sponsored Events (e.g. Underwater Egg Hunt, 4th of July, ArtWalk, Halloween Frolic, Festival of Holidays, etc.)
  - Other highlights and activities as needed.
- In January of 2024, the El Segundo Police Department launched the "You Are Not Alone" (YANA) Program. The YANA program is free to all El Segundo residents and helps provide ongoing contact for seniors, persons with disabilities, or anyone who can benefit from routine contact. El Segundo Police Department Volunteers make phone calls to participants weekly on a day and time designated by the resident.

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## GOAL 2

### SUPPORT COMMUNITY SAFETY AND PREPAREDNESS



#### 2. Strategy 2A - Address quality of life issues pertaining to homelessness, graffiti, noise, crime, air quality and other concerns.

##### Key Activities

- The Police Department has reignited its Neighborhood Watch program and started holding meetings in the various neighborhoods with the block captains and their watch groups.
- The Police Department continues to do routine homeless outreach and enforcement and is exploring partnering with other beach cities to implement an "alternative crisis response unit", or ACR program. The program is designed to enhance homeless outreach and response to mental health crisis calls six days/ week, through morning hours. This program is grant funded.

- The Police Department continues to partner with LA Homeless Services Authority to provide outreach, shelter, and services to homeless individuals in our city.
- Public Works staff attended several meetings with the League of California Cities regarding proposed legislature for water conservation.
- Public Works staff responds to graffiti removal requests within 24 hours.
- The Community Development Department established weekend hours for the Neighborhood Preservation program. On weekends Neighborhood Preservation focuses on issues like graffiti and bulky item citations, arranging for abatement or pickup services, monitoring, and citing violations related to car rentals and shared vehicles on residential streets.

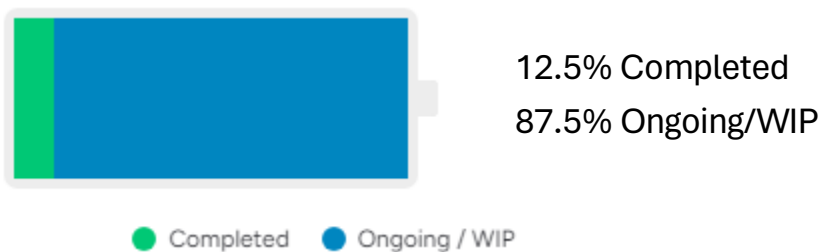
**3. Strategy 2B - Determine the best and most cost-effective response model for the Fire Department; and seek innovative tools and methods to enhance public safety.**

Key Activities

- Hired new Fire Chief George Avery.
- CPSE accreditation process is reconsidered/removed to evaluate ROI of the program. The cost to complete the accreditation process is found to be exorbitant. Accreditation is not a mandate of the fire service. There are only 312 accredited fire agencies in the U.S. There are 29,452 fire departments in the United States.

**GOAL 3**

**PROMOTE A QUALITY WORKFORCE THROUGH TEAMWORK AND ORGANIZATIONAL EFFICIENCIES**



**4. Strategy 3A - Promote data driven decision making by establishing department-specific key performance indicators (KPIs)**

Key Activities

- Staff created a Strategic Plan workspace in Monday.com to better track and monitor progress towards completion of the five multiyear goals and associated strategies. KPIs have been established by City Council and will be monitored utilizing this software.

**5. Strategy 3B - Expedite the on-boarding process for new employees and expand outreach to include a broader scope of candidates in the recruitment process.**

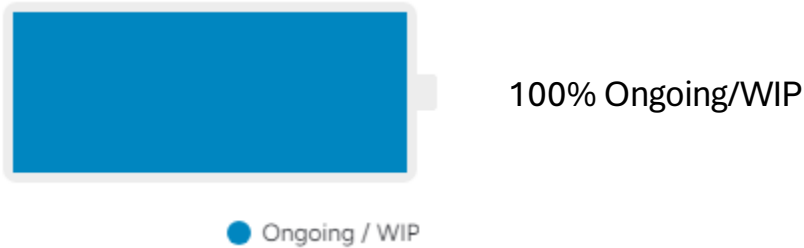
Key Activities

- 2024 California and Federal Employment Notices posters have been put up and displayed around the City in employee-only areas.
- As of January 1, 2024, the City of El Segundo Human Resources Department has implemented a mostly electronic process for onboarding and offboarding employees. The Human Resources Department participated in a call with NeoGov to discuss the timeline implementation and strategy for performance management and evaluation tracking.

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**GOAL 4**

**DEVELOP AND MAINTAIN QUALITY INFRASTRUCTURE AND TECHNOLOGY**



**6. Strategy 4A - Renovate the indoor swimming facility, the Plunge.**

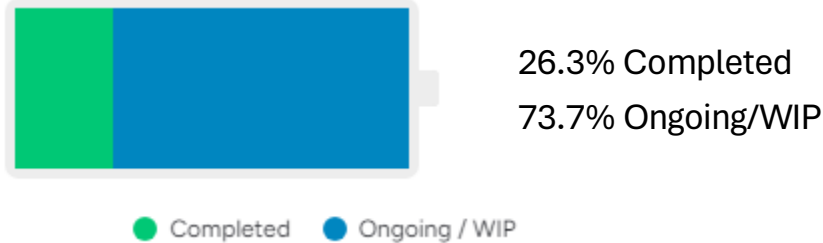
Key Activities

- The project was opened for bidding on January 30, 2024, and the City received two bids. Staff will take this item to City Council for the construction award before the end of March 2024.

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## GOAL 5

### CHAMPION ECONOMIC DEVELOPMENT AND FISCAL SUSTAINABILITY



- 7. Strategy 5A - Utilize the City's long-term financial plan to make financial decisions; identify opportunities for new revenues, enhancement of exiting revenues, and exploration of potential funding options to support unfunded capital improvements and deferred maintenance to address the aging infrastructure throughout the City.**

#### Key Activities

- The City's long-range financial plan is scheduled to be presented to City Council at the March 19, 2024, City Council meeting. Staff will present scenarios regarding what the outcome would be if certain key financial decisions were made.
- The Recreation, Parks and Library Department worked through the Aquatics Subcommittee to develop a list of potential increases in fees for aquatics programs, while keeping the costs of core services, including "Learn to Swim" lessons, at a low rate.
- Staff met with Richard Lundquist/Continental Development to strategize campaign kickoff on February 15, 2024. Campaign goal has been set at \$5 million.

- 8. Strategy 5B - Implement the goals and objectives of the Economic Development Program aimed at industry diversification, business attraction, retention, expansion, and promoting the city as a tourist destination.**

#### Key Activities

- Staff presented the [Economic Development Strategy FY 2023-24](#) to City Council on October 17, 2023, to share key marketing initiatives, public relations efforts and business to business networking events that shape the economic development program.
- Partnered with Sidebar Summitt and attended five venture capital events in the Silicon Valley.
- Prepared audio-visual presentation for the State of the City, including development highlights.

- The Economic Development Team convened the "Rise of Innovation Economy" Sidebar Summit in El Segundo, connecting investors, entrepreneurs and thought leaders from the Silicon Valley and the L.A. region.
- Secured an interview with the "Real Perspectives Podcast" produced by The Registry.
- Secured editorial pieces on Business Traveler, California.com and Los Angeles Business Journal.
- As part of the video series for the "[Give Yourself Some Runway](#)" marketing campaign, spotlighting El Segundo as a strategic location for innovation and growth, staff completed a new episode, "Run it Hotter," featuring Co-Founder of Space X and Founder of Impulse Space Tom Mueller. Next up in this series will be Gilead VP of Operations, Mitra Cruz is in progress.
- Created "Business Outlook" segments to keep businesses and residents informed about local economic developments.
- Developed a new email drip campaign to inform new GovDelivery (email communications platform) subscribers on available properties, latest business news, and industry updates.

#### **9. Strategy 5C - Preserve the small-town charm and single-family neighborhoods.**

- As part of the City's Housing Element approved by City Council, and the State Department of Housing and Community Development, the city must adopt increased residential density on five sites throughout the City. Staff has studied the implementation of an R3 and Mixed Use Overlay zone. Objective design standards that would apply to the increased allowance of density were completed in May 2023, and the environmental analysis of the increased density and objective design standards is anticipated to be complete by March 2024, with expected adoption by City Council in April 2024.
- The Department of Recreation, Parks and Library has hosted the following community events as of February 2024:
  - Summer Concerts
  - Family Campout
  - Go Fly a Kite Day
  - Halloween Frolic
  - Joy Around the World
  - Tiny Tot Tea
  - Spooky Campfire Storytime
- The Public Works Department responds to dumped bulky trash on a weekly basis.

- The City hosted a number of events in support of the community and El Segundo Little League, including:
  - Watch Party at the El Segundo Teen Center, 8/21
  - Watch Party at Brett Field 8/27
  - Homecoming Caravan 8/28
  - All Stars Parade & Player Ceremony 9/10

These events were largely spearheaded by Recreation, Parks, and Library, but took the efforts of many departments, including City Manager's Office, Public Works, ESPD, ESFD, Finance, and Community Development.

- Completed the repair of the sink hole on Douglas Street, a collaborative effort between Public Works, the Community Development Department, and the Union Pacific Railroad.
- A sample solar light fixture sample was installed along Main Street (in front of Tapizon) to enhance the lighting in the area and additional fixtures will be installed along the 400 block of Main Street.

**10. Strategy 5D - Engage in a fiscal feasibility study about regional housing east of Pacific Coast Highway to include specific scenarios.**

- The South Bay Cities Council of Governments (SBCCOG) led a multifaceted research and planning project to develop tools for cities to identify underperforming commercial segments with potential for redevelopment into housing, including sites east of Pacific Coast Highway. The study focused on identifying commercial properties (strip arterials, regional malls, office buildings, and industrial parks) that were strong candidates for redevelopment into sustainable affordable housing in the South Bay. The study was completed and published by the SBCCOG September 2023.

## Other Key Strategic Plan Activities (not included in the Top 10 Priorities)

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### GOAL 1

#### **Strategy B – Implement the City Council-approved Diversity, Equity, and Inclusion (DEI) Work Plan.**

- Staff continues to host DEI meetings to implement the Council approved DEI workplan.
- DEI Members attend South Bay Community Coalition Against Hate meetings.

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### GOAL 2

#### **Strategy C – Develop a long-term strategy to hold large-scale neighboring municipal operations accountable for environmental violations that place the quality of life and health of residents and businesses at risk; explore staffing needs.**

- On October 10, 2023, Governor Gavin Newsom signed Assemblymember Al Muratsuchi’s AB 1216: Wastewater Treatment Plants, Monitoring of Air Pollutants into law. [Full Press Release](#).
- On December 6, 2023, the City hosted a virtual town hall with representatives from South Coast AQMD and elected officials representing El Segundo and L.A. County to address community concerns regarding the air quality and odor issues related to Hyperion.

#### **Strategy D – Clearly define our disaster preparedness program to ensure the City is prepared for a variety of disasters, including our facilities and staff.**

- The Fire Department hired a new Emergency Management Coordinator.
- The Emergency Management Division has reached out to HAM radio operators in the community and established the Radio Amateur Communications Emergency Services (RACES) program.
- The Emergency Management Division hosted Community Emergency Response Team (CERT) meetings and initiated work on the Local Hazard Mitigation.

#### **Strategy F – Engage the community to ascertain the level of “feeling safe” in the community.**

- Community Survey Provided by ZenCity During 2023, Q4  
Top concerns for our survey (tied) was Streets /Traffic along with Homelessness.
  - 68% of residents feel mostly safe or completely safe in our City.
  - 89% have a positive image of the professionalism of our officers.



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### **GOAL 3**

#### **Strategy D – Institute methods to improve our competitive edge to hire and retain top quality staff.**

- The Human Resources Department hosted its second annual Health Fair at the Clubhouse on October 5. This event was well attended by every department.
- Hosted several events to improve employee engagement, including the Health for the Holidays Wellness Challenge last December 2023

#### **Strategy E – Provide training to employees to ensure they are able to perform their jobs safely including carrying out their emergency response roles in the event of a disaster.**

- The Human Resources Department has helped plan and lead the following trainings, improving our competitive edge: Leadership Academy; ICRMA Risk Transfer Training; DISC Training; LCW Maximizing Performance Through Documentation, Evaluation, and Corrective Action; and 7 Habits of Highly Effective People Training. Surveys have periodically been conducted for employee feedback.

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### **GOAL 4**

#### **Strategy B – Identify Parking solutions throughout the community.**

- Community Development completed a residential street parking survey in December 2023 and reported results to City Council in January 2024. The report concluded no recommendations for citywide restricted parking; however, based on feedback from that survey, Public Works presented a pilot program for a Preferential Parking District 3 in the Grand / Mariposa / Illinois / Kansas area that was approved at the February 6, 2024, City Council meeting.

#### **Strategy H – Complete all projects in Phase I of Parks Renovation Plan by 1st quarter of 2026.**

- Staff completed the initial site concept plans for Recreation Park Renovation Phase One. Staff are currently reviewing proposals for firms to develop schematic designs and construction documents.

#### **Strategy I - Implement the Technology Master Plan with a new prioritized list for funding and implementation (See Attachment B).**

- Tyler provided onsite and remote software demonstrations of the Enterprise Resource Planning (ERP) software to staff. Staff plans to bring a contract to City Council in Spring 2024.

- ITSD and ESPL have completed the implementation of the updated Library Management System. ITSD was part of the RFP review team responsible for narrowing responses down to a single vendor in early 2022. Throughout the deployment, ITSD enabled secure access to the vendor's development site as well as secure access to ESPL locations.
- ITSD upgraded the preexisting camera system, known as Ocularis, in late 2023, which included upgrading over 40 cameras.
- ITSD deployed a new cloud-based camera system called Avigilon.
- The Cellular Phone Policy as well as a separate City Technology Policy were drafted by ITSD and was reviewed with the City Manager in November 2023 and handed off to the Human Resources Department.
- Palo Alto firewalls were fully implemented last year along with a review of the security policies applied to each device.

**Strategy J – Implement technologies to enhance customer service while maintaining a human connection in the delivery of City services and in providing transparency.**

- The City Council authorized the City Manager to execute the first amendment to the existing three-year agreement with OpenGov, Inc., to expand the City's online permitting system. OpenGov automates workflows to various departments to better coordinate internally and externally while allowing for a central location where permit documents, plans, inspection results, and code violations are easily accessible.
- Utilized OpenGov to manage the Special Events Permits, Temporary Use Permits, and Filming Permits processes.

**Strategy M - Pursue collaboration with the City and County of Los Angeles to beautify the entryways into El Segundo to include parking lot and beach; break-out the multiple elements and add timelines.**

- The City received two bids for the Entry Feature Project. Staff plans to take this item to the city council in February 2024 for construction award.

**Strategy N - Implement the Local Travel Network (funded) accommodating Micro Mobility Devices (e.g. E-bikes, golf carts, scooters, etc.).**

- The Local Travel Network (LTN) was implemented in October 2024. The LTN are safe, slow-speed streets that accommodate NEVs (e.g., e-bikes, golf carts, scooters, etc.). Newly dedicated NEV parking stalls are available at City facilities. The City worked with SBCCOG staff in development and implementation of the LTN.

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## GOAL 5

**Strategy E - Develop a robust approach to connect existing businesses to each other and conduct proactive outreach to grow the business community; develop a formal group of business leaders.**

- Facilitated networking meetings with Varda Space, Radiant Nuclear, Mapped and representatives from HSBC Innovation Banking.

**Strategy G - Update land use regulations to encourage development and entitlement projects (including the Downtown Specific Plan) by September 2023.**

- To support businesses in Smoky Hollow, staff initiated a Smoky Hollow Specific Plan cleanup, amending the specific plan to broaden permitted uses, simplify the development standards, and consolidate required community benefits for new development. This cleanup was completed in December 2023.
- The latest draft [Environmental Impact Report \(EIR\)](#) for the [Downtown Specific Plan](#) is now available for review and comment on the City's website.
- Staff has led an additional effort to revamp the Downtown Specific Plan, intended to spur redevelopment opportunities by expanding the district, enhancing the building envelope, increasing residential density, and improving the design regulations in the downtown. Adoption of the updated Downtown Specific Plan is expected by May 2024.



## City Council Agenda Statement

Meeting Date: February 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.6

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### TITLE:

Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report

### RECOMMENDATION:

1. Receive and file the FY 2023-2024 Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report.
2. Amend FY 2023-2024 Recreation and Economic Development Trust Fund Revenues from \$1,050,000 to \$1,066,980 (see exhibit A for details).
3. Amend FY 2023-2024 General Fund Appropriations from \$96,879,693 to \$96,997,008 (see exhibit A for details).
4. Amend FY 2023-2024 Transportation Fund Appropriations from \$16,725,802 to \$16,775,802 (see exhibit A for details).
5. Amend FY 2023-2024 Development Services Trust Appropriations from \$519,522 to \$539,190 (see exhibit A for details).
6. Amend FY 2023-2024 Other Special Revenue Appropriations from \$1,232,605 to \$1,259,005 (see exhibit A for details).
7. Amend FY 2023-2024 Recreation and Economic Development Trust Fund Appropriations from \$188,400 to \$284,931 (see exhibit A for details).
8. Approve to reclassify \$42,423 from 001-264-0000-8840 Designated Smoky Hollow Parking in Lieu to 001-299-0000-2990 General Fund Unassigned Fund Balance.
9. Approve the All City Management Crossing Guard Services Amendment #13 which, with an additional appropriation of \$17,315, will increase the not-to-exceed amount to \$164,037.
10. Alternatively, discuss and take other actions related to this item.

## FY 2023-24 Mid-Year Budget Review

February 20, 2024

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### FISCAL IMPACT:

The proposed General Fund, Transportation Fund, Development Services Trust, Other Special Revenue, and Recreation and Economic Development Trust Fund Budget adjustments are necessary to ensure continued City services, as well as ensure City Council strategic goals are implemented. The total fiscal impact to the General Fund is an increase in appropriations of \$117,315 and a net increase of \$175,619 to non-General Fund.

### BACKGROUND:

On June 6, 2023, City Council adopted the FY 2023-2024 Citywide Operating and Capital Budget of \$195,972,100 for all funds. Of this amount, \$96,064,216 was allocated to the General Fund Budget. During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate throughout the fiscal year.

The General Fund pays for the majority of the City's basic operations, services, and general capital improvement projects. General Fund services include: public safety (police, fire, paramedics, emergency services), public works (highways, streets, engineering), community services (parks, recreation programs, senior programs, teen programs, library, arts & culture), development services (planning, building services, zoning, housing), support services (City Clerk, City Treasurer, finance, information technology, human resources), and general governance and administration (City Council, City Manager, City Attorney).

The following table provides an overview of the adopted FY 2023-2024 Citywide Budget:

Fund Name	FY 2023-2024 Adopted Budget	% of Budget
General Fund	\$96,064,216	49.0%
Water Fund	31,772,572	16.2%
Transportation Funds	2,599,026	1.3%
Debt Service POBs	9,497,706	4.8%
Wastewater Fund	6,791,056	3.5%
General Fund CIP	18,575,000	9.5%
Equip. Replcmt. Fund	18,233,737	9.3%
Workers Comp. Fund	3,405,200	1.7%
General Liability Fund	3,222,127	1.6%
Dev. Services Trust	0	0.0%

## FY 2023-24 Mid-Year Budget Review

February 20, 2024

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Public Safety Spcl. Rev.	2,607,389	1.3%
Other Special Rev.	1,024,592	0.5%
Rec & Econ Dev Trust	169,000	0.1%
Cultural Dev. Trust Fund	298,196	0.2%
Debt Service Fund	603,300	0.3%
Solid Waste Fund	300,000	0.2%
Senior Housing Fund	808,981	0.4%
Golf Fund	0	0.0%
Economic Uncertainty	0	0.0%
<b>Total</b>	<b>\$195,972,100</b>	<b>100%</b>

### DISCUSSION:

After six months (July-December, 2023) of fiscal activity in the current fiscal year, overall, the City's budget remains on track as revenues and expenditures came in as expected and there are no fiscal concerns to report.

At this time, staff is requesting a few amendments to the City's budget. These are discussed in the report titled 'Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report.'

These additional budget appropriations reflect:

- Items already approved by City Council;
- Items that were intended to be included in the adopted budget;
- Items that need additional appropriations to maintain or fulfill the City's services;

These recommended additional appropriations result in a net total increase of all funds in the amount of \$292,934, and a net increase in the General Fund of \$117,315.

Each change is listed by fund in Exhibit A. These appropriation recommendations are one-time changes.

Please refer to the attached report for discussion of the Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report.

### CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

**FY 2023-24 Mid-Year Budget Review**

**February 20, 2024**

**Page 4 of 4**

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

**PREPARED BY:**

Liz Lydic, Management Analyst

**REVIEWED BY:**

Paul Chung, Chief Financial Officer

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report
2. Exhibit A - Itemization of Mid-Year Appropriation Requests - FY2023-2024
3. Staff Presentation D9 + Minutes on the September 5, 2023 staff report from 2023 Sept 5 - CC PACKET
4. Consent Item B.15 on the May 16, 2023 staff report from 2023 May 16 - CC PACKET
5. Consent Item B.12 on the May 3, 2022 staff report from 2022 May 3 - CC Agenda Packet
6. Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report - presentation



**City Council Agenda Statement**  
**Meeting Date:** February 20, 2024  
**Agenda Heading:** Staff Presentations  
**Item Number:** D.6

**Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report**

**EXECUTIVE SUMMARY:**

After six months (July-December, 2023) of fiscal activity in the current fiscal year, overall, the City's budget remains on track as revenues and expenditures came in as expected and there are no fiscal concerns to report.

The City's significant revenue sources such as Property Tax, Utility Users' Taxes, Sales and Use Tax, Franchise Tax, and Business License which equate to 64% of the General Fund revenues, remain on track for this time of the fiscal year, while expenditures are under control.

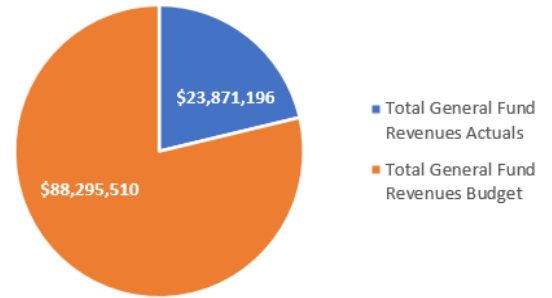
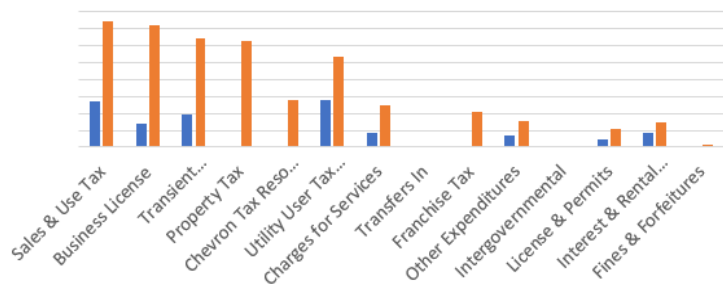
At this time, staff is requesting a few amendments to the City's budget. These will be discussed below.

The following is a brief review of notable General Fund activity in the first sixth months of FY 2023-2024 (July-December 2023):

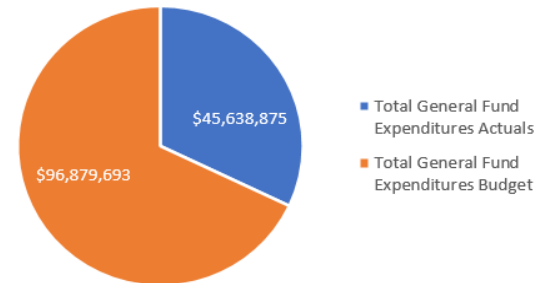
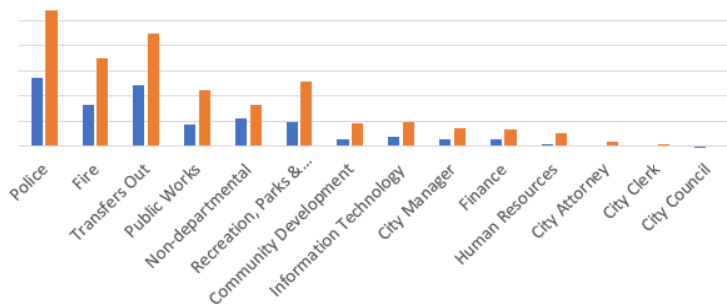
- The City has received 27% of General Fund revenues. In this same time period in the previous fiscal year, the City had received 37% of General Fund revenues. Staff anticipates this difference in percentages relates to timing issues in receiving and posting certain revenues, as the budget is not allocated to quarters or months.
- Property Tax, in particular, reflects actual revenues lower than anticipated for this time in the fiscal year, but this is due to timing issues for receiving and posting these monies, as the budget is not allocated to quarters or months.
- Business License revenue reflects initial outcomes of the Measure BT changes, passed by El Segundo voters in November 2022. The third quarter financial report will indicate the impact of the tax changes, as business license taxes on renewals continues to be collected after December 31.
- The City has expended 47% of its budgeted General Fund, indicating that expenditures are on track.



Total General Fund Revenues Actuals	\$ 23,871,196
Total General Fund Revenues Budget	\$ 88,295,510



Total General Fund Expenditures Actuals	\$ 45,638,875
Total General Fund Expenditures Budget	\$ 96,879,693

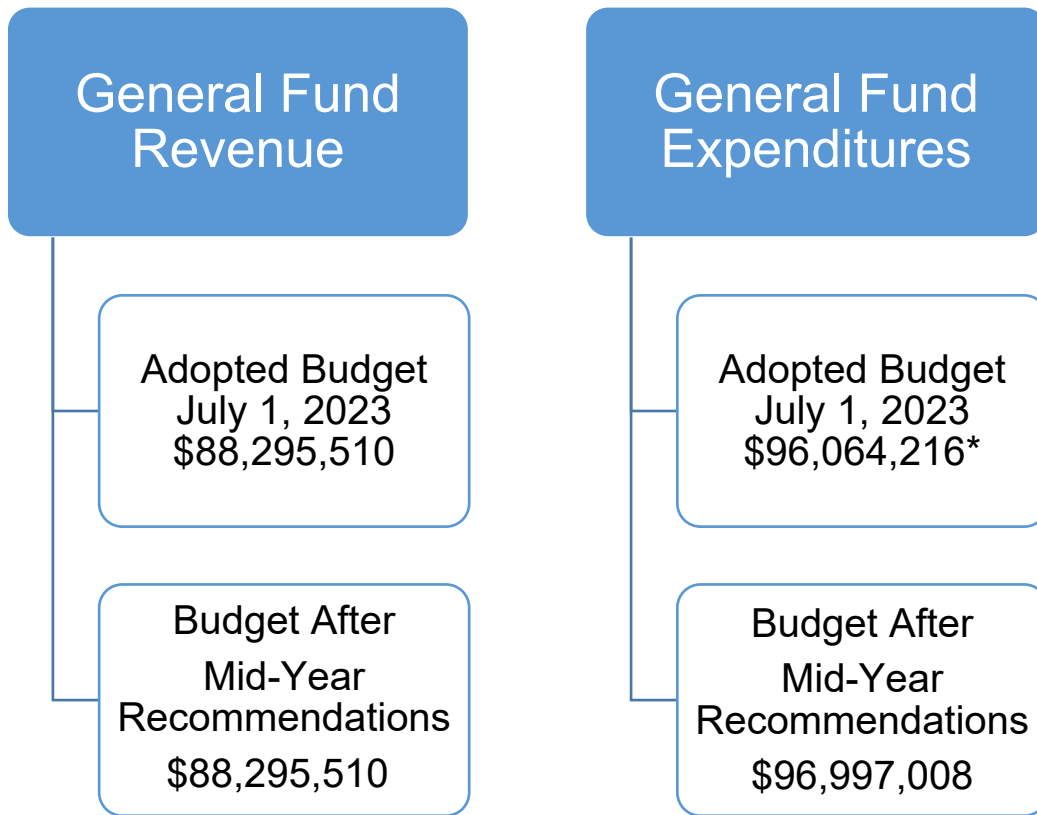


This report also outlines additional budget appropriations which reflect:

- Items already approved by City Council;
- Items that were intended to be included in the adopted budget;
- Items that need additional appropriations to maintain or fulfill the City's services;

These recommended additional appropriations result in a net total increase of all funds in the amount of \$292,934, and a net increase in the General Fund of \$117,315.

Each change is listed by fund in Exhibit A, and by category in the tables in this report. These appropriation recommendations are one-time changes. These changes impact the FY2023-2024 fund balance.



*\* During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate throughout the fiscal year.*

**DISCUSSION:**

Second Quarter Fiscal Year 2023-2024 Financial Report

This report provides the City Council and the public with an overview of the City’s financial performance for the first six months of the fiscal year, July 1, 2023 through December 31, 2023, with an emphasis on the General Fund.

During the fiscal year, additional expenditures are appropriated following City Council approval, and so, the fiscal year budget total may fluctuate throughout the fiscal year.

As of December 31, 2023, the General Fund had realized 27% of its revenues, or \$23.9 million. Staff continues to monitor all revenue sources. During the same period the prior fiscal year, the General Fund had realized 37% of its revenues, or \$30 million. Some of these variances from year-to-year can be understood as follows:

- **Transient Occupancy Tax (TOT):** TOT tax continues to reflect a strong recovery post COVID. Year-to-Date revenues compared to last year is lower due to timing of receipting the revenue. Staff will continue to monitor this revenue source.
- **Property Tax:** As mentioned above, current fiscal year Property Tax revenue indicates Property Tax that has not yet been received or recorded; December’s

property tax revenue will be reflected in third quarter financial reports.

- **Charges for Services:** This revenue source indicates some revenue sources such as plan checks and inspections are trending lower than the previous fiscal year, primarily due to timing of revenue posting related to the implementation of a new permit software system. Staff anticipates this number to increase as the process of recording plan check and inspection revenue is streamlined.
- **Transfers-In:** In the previous Fiscal Year, the City received ARPA funds related to COVID reimbursements. These monies were recorded in the first quarter of the Fiscal Year 2022-2023. The City will not receive these funds in Fiscal Year 2023-2024.
- **License & Permits:** Building-Safety permits were trending lower than the previous fiscal year, primarily due to revenue posting related to the implementation of a new permit software system. Staff anticipates this number to increase as the process of recording plan check and inspection revenue is streamlined.
- **Fines & Forfeitures:** The previous Fiscal Year (FY2022-2023) period resulted in an exceptionally high dollar amount of revenue (exceeding the budget) for City Code Fines.

### **FY 2023-2024 General Fund Revenues**

The following tables reflect actual revenues received in the second quarter of the current fiscal year compared to the previous fiscal year.

Fiscal Year 2023-2024			
	Revenue Source	Actual Revenues Received Through Q2	Full Year Budget
1	Sales & Use Tax	\$5,341,906	\$14,750,000
2	Business License	2,821,181	14,300,000
3	Transient Occupancy Tax	3,905,880	12,750,000
4	Property Tax	169,528	12,539,805
5	Chevron Tax Reso Agreement	0	5,500,000
6	Utility User Tax (UUT)	5,519,821	10,634,000
7	Charges for Services	1,692,651	4,952,040
8	Transfers In	0	50,000
9	Franchise Tax	66,108	4,200,000
10	Other Revenues	1,403,522	3,112,944
11	Intergovernmental	\$48,031	130,000
12	License & Permits	980,413	2,182,000
13	Interest & Rental Income	1,759,855	2,867,620
14	Fines & Forfeitures	162,300	327,101
<b>Total General Fund Revenues</b>		<b>\$23,871,196</b>	<b>\$88,295,510</b>

Fiscal Year 2022-2023			
	Revenue Source	Actual Revenues Received Through Q2	Full Year Budget
1	Sales & Use Tax	\$5,685,037	\$12,950,000
2	Business License	2,051,565	11,935,200
3	Transient Occupancy Tax	4,905,164	11,040,000
4	Property Tax	4,049,476	12,209,615
5	Chevron Tax Reso Agreement	0	7,578,805
6	Utility User Tax (UUT)	3,774,451	7,269,908
7	Charges for Services	2,812,154	4,797,150
8	Transfers In	2,146,733	3,212,390
9	Franchise Tax	125,323	3,300,000
10	Other Revenues	1,050,666	2,163,683
11	Intergovernmental	46,959	168,006
12	License & Permits	1,607,550	2,100,000
13	Interest & Rental Income	1,441,196	2,874,000
14	Fines & Forfeitures	266,323	311,766
<b>Total General Fund Revenues</b>		<b>\$29,962,599</b>	<b>\$81,910,522</b>

Property Tax, Utility Users' Taxes, Sales and Use Tax, Franchise Tax, and Business License are typically the largest revenue sources for the City, together accounting for 64% of the General Fund for FY 2023-2024.

Despite having received and recorded a lower revenue number total at this time of fiscal year compared to the same time period as the previous fiscal year, staff anticipates revenues to continue to be on track with the budget.

FY 2023-2024 All Funds Revenues

	Fund Name	FY 2023-2024 2nd Quarter	FY 2023-2024 Adopted Budget
1	General Fund	\$23,871,196	\$88,295,510
2	Water Fund	15,943,523	36,850,000
3	Transportation Funds	1,045,326	2,229,935
4	Debt Service POBs	1,463,493	9,497,716
5	Wastewater Fund	2,437,001	5,200,000
6	General Fund CIP	8,432,500	8,432,500
7	Equip. Replcmt. Fund	1,213,820	2,261,969
8	Workers Comp. Fund	1,624,108	3,235,881
9	General Liability Fund	1,550,000	3,115,000
10	Dev. Services Trust	89,050	270,000
11	Public Safety Spcl. Rev.	574,631	1,196,231

12	Other Special Rev.	156,773	795,700
13	Rec & Econ Dev Trust	35,078	1,050,000
14	Cultural Dev. Trust Fund	0	500,000
15	Debt Service Fund	3,694	367,200
16	Solid Waste Fund	600,000	600,000
17	Senior Housing Fund	227,571	203,099
18	Golf Fund	0	0
19	Economic Uncertainty	0	0
<b>Total</b>		<b>\$59,267,764</b>	<b>\$164,100,741</b>

### General Fund Expenditures Analysis

#### FY 2023-2024 General Fund Expenditures

As of December 31, 2023, \$45,638,875, or 47% of the budget was expended. At this same time period in the previous fiscal year, 41% of the budget was expended; however, in Fiscal Year 2022-2023, there was not the large transfer-out to CIP as there was for the current Fiscal Year, which occurred in the first quarter (July 2023).

The following tables reflect actual expenditures received in the second quarter of the current fiscal year compared to the previous fiscal year.

Fiscal Year 2023-2024			
	Expenditure Source	Actual Expenditures Through Q2	Full Year Budget
1	Police	\$10,901,515	\$21,672,638
2	Fire	6,748,214	14,089,002
3	Transfers Out	9,895,993	17,930,206
4	Public Works	3,610,646	8,953,951
5	Non-departmental	4,547,741	6,745,052
6	Recreation, Parks & Library	3,886,288	10,372,344
7	Community Development	1,157,784	3,802,120
8	Information Technology	1,543,498	3,953,008
9	City Manager	1,159,390	2,903,270
10	Finance	1,281,039	2,754,376
11	Human Resources	449,602	2,116,401
12	City Attorney	200,802	835,450
13	City Clerk	166,231	516,545
14	City Council	90,133	235,329
<b>Total General Fund Expenditures</b>		<b>\$45,638,875</b>	<b>\$96,879,693</b>

Fiscal Year 2022-2023			
	Expenditure Source	Actual Expenditures Through Q2	Full Year Budget
1	Police	\$10,703,963	\$20,378,246
2	Fire	6,876,286	13,564,266
3	Transfers Out	1,825,637	13,985,120
4	Public Works	3,120,901	7,134,855
5	Non-departmental	3,271,137	6,128,801
6	Recreation, Parks & Library	3,954,301	8,705,569
7	Community Development	1,241,478	3,828,989
8	Information Technology	1,151,900	3,741,130
9	City Manager	1,008,218	2,813,002
10	Finance	1,107,519	2,576,680
11	Human Resources	546,088	1,492,491
12	City Attorney	315,914	770,450
13	City Clerk	163,989	568,511
14	City Council	126,583	253,018
15	COVID-19 Reimbursements	(168,652)	0
<b>Total General Fund Expenditures</b>		<b>\$35,245,262</b>	<b>\$85,941,128</b>

### FY 2023-2024 All Funds Expenditures

Fund Name	FY 2023-2024 2nd Quarter	FY 2023-2024 Adopted Budget
General Fund	\$45,638,875	\$96,064,216
Water Fund	16,260,005	31,772,572
Transportation Funds	3,056,964	2,599,026
Debt Service POBs	9,485,550	9,497,706
Wastewater Fund	1,483,012	6,791,056
General Fund CIP	645,107	18,575,000
Equip. Replcmt. Fund	56,801	18,233,737
Workers Comp. Fund	2,011,174	3,405,200
General Liability Fund	2,106,176	3,222,127
Dev. Services Trust	28,018	0
Public Safety Spcl. Rev.	581,163	2,607,389
Other Special Rev.	97,085	1,024,592
Rec & Econ Dev Trust	124,033	169,000
Cultural Dev. Trust Fund	94,105	298,196
Debt Service Fund	0	603,300
Solid Waste Fund	71,465	300,000
Senior Housing Fund	805,614	808,981
Golf Fund	0	0
Economic Uncertainty	0	0
<b>Total</b>	<b>\$82,545,147</b>	<b>\$195,972,100</b>

Mid-Year Recommended Adjustments:

	Expenditure Source	Current Budget	Mid-Year Recommended Changes	Revised Budget with Recommended Additions	% Increase
1	Police	\$21,672,638	\$0	\$21,672,638	0.00%
2	Fire	14,089,002	0	14,089,002	0.00%
3	Transfers Out	17,930,206	0	17,930,206	0.00%
4	Public Works	8,953,951	100,000	9,053,951	1.12%
5	Non-departmental	6,745,052	17,315	6,762,367	0.26%
6	Recreation, Parks & Library	10,372,344	0	10,372,344	0.00%
7	Community Development	3,802,120	0	3,802,120	0.00%
8	Information Technology	3,953,008	0	3,953,008	0.00%
9	City Manager	2,903,270	0	2,903,270	0.00%
10	Finance	2,754,376	0	2,754,376	0.00%
11	Human Resources	2,116,401	0	2,116,401	0.00%
12	City Attorney	835,450	0	835,450	0.00%
13	City Clerk	516,545	0	516,545	0.00%
14	City Council	235,329	0	235,329	0.00%
<b>Total General Fund Expenditures</b>		<b>\$96,879,693</b>	<b>\$117,315</b>	<b>\$96,997,008</b>	<b>0.12%</b>

Staff recommends the following General Fund expenditure Mid-Year budget appropriations:

- **Public Works:** Appropriation of \$100,000 to from unassigned fund balance of the General fund for operating supplies related to:
  - Aquatic Center Supplies and Maintenance: A certified vendor is required to service the filters at the Aquatic Center. Additionally, new heaters will be added at the pools which will require additional maintenance. The price of chemicals has increased and this budget increase also helps fund the cost of pool chemical supplies.
- **Non-Departmental:** Appropriation request of \$17,315 from unassigned fund balance of the General Fund for crossing guard services for the El Segundo Unified School District. The amount approved in the Fiscal Year 2023-2024 adopted budget was an estimate, as staff did not receive the proposal from All City Management (crossing guard service provider) until after the budget was adopted.

The total expenditure appropriation expenditure request for the General Fund is \$117,315.

**RECOMMENDED: Non-Budget Actions**

The following items have no fiscal impact but require City Council approval and relate to Mid-Year activities referenced in the appropriation recommendations or are associated with Mid-Year ‘clean-up’ activities.

1. Staff recommends the following General Fund expenditure reclassification:

**Designated Smoky Hollow Parking in Lieu:** Finance requests City Council's approval to reclassify \$42,423 from 001-264-0000-8840 Designated Smoky Hollow Parking in Lieu to 001-299-0000-2990 General Fund Unassigned Fund Balance. This reclassification is a result of reconciling the Smoky Hollow Parking in Lieu and corrects the balance of the fund that was reported to City Council on a Consent Item B.15 on the May 16, 2023 staff report. This reclassification approval does not impact the budget.

2. Staff recommends the following contract amendment approval:

**All City Management Crossing Guard Services Amendment #13** – with the above-recommended appropriation of \$17,315 for the crossing guard services for the El Segundo Unified School District - will increase the not-to-exceed amount to total \$164,037.

**RECOMMENDED REVISED: FY 2023-2024 All Funds Revenues**

	Fund Name	FY 2023-2024 Budget to Date	FY 2023-2024 Recommended Adjustments	FY 2023-2024 Revised Year-End Budget with Recommended Adjustments	% change
1	General Fund	\$88,295,510	\$0	\$88,295,510	0.00%
2	Water Fund	36,850,000	0	36,850,000	0.00%
3	Transportation Funds	2,254,935	0	2,254,935	0.00%
4	Debt Service POBs	9,497,716	0	9,497,716	0.00%
5	Wastewater Fund	5,200,000	0	5,200,000	0.00%
6	General Fund CIP	8,432,500	0	8,432,500	0.00%
7	Equip. Replcmt. Fund	2,261,969	0	2,261,969	0.00%
8	Workers Comp. Fund	3,235,881	0	3,235,881	0.00%
9	General Liability Fund	3,115,000	0	3,115,000	0.00%
10	Dev. Services Trust	270,000	0	270,000	0.00%
11	Public Safety Spcl. Rev.	1,266,231	0	1,266,231	0.00%
12	Other Special Rev.	795,700	0	795,700	0.00%
13	Rec & Econ Dev Trust	1,050,000	16,980	1,066,980	1.62%
14	Cultural Dev. Trust Fund	500,000	0	500,000	0.00%
15	Debt Service Fund	367,200	0	367,200	0.00%
16	Solid Waste Fund	600,000	0	600,000	0.00%
17	Senior Housing Fund	203,099	0	203,099	0.00%
18	Golf Fund	0	0	0	0.00%
19	Economic Uncertainty	0	0	0	0.00%
	<b>Total</b>	<b>\$164,195,741</b>	<b>\$16,980</b>	<b>\$164,212,721</b>	<b>0.01%</b>



Staff recommends the following non-General Fund revenue Mid-Year budget appropriation:

- Recreation Special Events Donations:** At the September 5, 2023 City Council meeting, City Council approved a resolution (Staff Presentation D.9) to Waive Fees Associated with the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League, with a not-to-exceed amount of \$200,000.

Finance reconciled these expenditures and revenues and is now appropriating the funds to the Fiscal Year 2023-2024 budget. This revenue appropriation is a result of donations from Little League Parade. The total revenue appropriation request for Recreation and Economic Development Trust Funds is \$16,980 (Fund 702)

**RECOMMENDED REVISED: FY 2023-2024 All Funds Expenditures**

The following table represents the projected year-end projected appropriations for each City fund:

Fund Name	FY 2023-2024 Budget to Date	FY 2023-2024 Recommended Adjustments	FY 2023-2024 Revised Year-End Budget with Recommended Adjustments	% change
General Fund	\$96,879,693	\$117,315	\$96,997,008	0.12%
Water Fund	31,837,693	0	31,837,693	0.00%
Transportation Funds	16,725,802	50,000	16,775,802	0.30%
Debt Service POBs	9,497,706	0	9,497,706	0.00%
Wastewater Fund	6,875,554	0	6,875,554	0.00%
General Fund CIP	17,608,913	0	17,608,913	0.00%
Equip. Replcmt. Fund	18,233,737	0	18,233,737	0.00%
Workers Comp. Fund	3,405,200	0	3,405,200	0.00%
General Liability Fund	3,222,127	0	3,222,127	0.00%
Dev. Services Trust	519,522	19,668	539,190	3.79%
Public Safety Spcl. Rev.	3,816,591	0	3,816,591	0.00%
Other Special Rev.	1,232,605	26,400	1,259,005	2.14%
Rec & Econ Dev Trust	188,400	96,531	284,931	51.24%
Cultural Dev. Trust Fund	298,196	0	298,196	0.00%
Debt Service Fund	603,300	0	603,300	0.00%
Solid Waste Fund	300,000	0	300,000	0.00%
Senior Housing Fund	963,461	0	963,461	0.00%
Golf Fund	0	0	-	0.00%
Economic Uncertainty	0	0	-	0.00%
<b>Total</b>	<b>\$212,208,504</b>	<b>\$309,914</b>	<b>\$212,518,418</b>	<b>0.15%</b>

Staff recommends the following non-General Fund expenditure Mid-Year budget appropriations:

- **General Fund:** General Fund appropriations are listed in above table labeled 'RECOMMENDED REVISED: FY 2023-2024 General Fund Expenditures' (Fund 001)
- **Transportation Funds:** Gas Tax Contractual Services: Expenditure associated with increased inspection contracted services as a result of more third-party projects than anticipated for the fiscal year, including but not limited, to on-call services for the Douglas Street sinkhole in September 2023. The total appropriation request for Transportation Funds is \$50,000 (Fund 106)
- **Development Services Trust:** Community Development Department increased its agreement with RRM Design Group at the May 3, 2022 City Council Meeting (Consent B.12). While there is available balance in the fund, the increased agreement amount needs to be appropriated. The total appropriation request for Development Services Trust is \$19,668 (Fund 708)
- **Other Special Revenue:** Public Works requests an appropriation related to CalGreen Grant from the previous Fiscal Year. The funds were awarded to the City but unused funds from the previous Fiscal Year did not rollover. The total appropriation request for State Grants is \$26,400 (Fund 125).
- **Rec & Econ Dev. Trust:** At the September 5, 2023 City Council meeting, City Council approved a resolution (Staff Presentation D.9) to Waive Fees Associated with the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League, with a not-to-exceed amount of \$200,000. Finance reconciled these expenditures and revenues and is now appropriating the funds to the Fiscal Year 2023-2024 budget. This expenditure appropriation is a result of personnel and operating expenditures from Little League Parade. The total expenditure appropriation request for Recreation and Economic Development Trust Funds is \$96,531 (Fund 702).

## CONCLUSION

The revised year-end revenue estimates and expenditure recommendations represent a net total increase to the adopted budget in the amount of \$292,934.

## RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file the Second Quarter Fiscal Year 2023-2024 Financial Report.
2. Approve to amend the FY 2023-2024 Budget to reflect the revised year-end revenue estimates and year-end expenditures, which were noted in this Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report. The expenditure appropriation total is \$309,914 and the revenue appropriation is \$16,980.
3. Approve to reclassify \$42,423 from 001-264-0000-8840 Designated Smoky Hollow Parking in Lieu to 001-299-0000-2990 General Fund Unassigned Fund Balance.

4. Approve the All City Management Crossing Guard Services Amendment #13 which, with the additional appropriation of \$17,315, will increase the not-to-exceed amount to total \$164,037.

Exhibit A: Fiscal Year 2023-2024 Mid-Year Budget Adjustments

<u>Item #</u>	<u>Dept:</u>	<u>Description</u>	<u>Fiscal Impact</u>		<u>Account</u>
			<u>General Fund</u>	<u>Other Funds</u>	
<b>Revenues</b>					
1	Recreation, Parks & Library	Recreation Special Events Donations	-	16,980	702-300-5210-2601
<b>Increase in General Fund and Other Fund Revenues</b>			<b>-</b>	<b>16,980</b>	
<b>Expenditures</b>					
2	Recreation, Parks & Library	Recreation Special Events Expenses	-	96,531	702-400-5210-2601
3	Non-Departmental	ESUSD Funding Agreement	17,315	-	001-400-2901-6405
4	Non-Departmental	Downtown Specific Plan	-	19,668	708-400-2402-8220
5	Community Development	State Grants - CalEPA-Green Business Grant	-	26,400	125-400-4801-3755
6	Public Works	Professional & Technical	-	50,000	106-400-0000-6214
7	Public Works	Contractual Services	100,000	-	001-400-2601-6206
<b>Increase in General Fund and Other Funds Expenditures</b>			<b>117,315</b>	<b>192,599</b>	



## **City Council Agenda Statement**

**Meeting Date:** September 5, 2023

**Agenda Heading:** Staff Presentations

**Item Number:** D.9

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### **TITLE:**

Resolution to Waive Fees Associated with the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League

### **RECOMMENDATION:**

1. Pursuant to El Segundo Municipal Code § 8-8-7(D), adopt the proposed resolution to waive all fees for the El Segundo Little League championship parade on September 10, 2023.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

Due to the short timeframe to plan the parade, the fiscal impact will be included in the staff presentation at the September 5, 2023 City Council meeting. Fiscal impact is anticipated to include all fees and expenses associated with the parade (e.g. police, recreation, and public works personnel, AV equipment rentals, signage, restroom facilities and other related items). Since these costs were not included in the FY 2023-24 adopted budget, staff will include the necessary budget appropriation as part of the mid-year budget process. Staff will attempt to generate sponsorship revenue to offset these costs.

### **BACKGROUND:**

On August 27, 2023, the El Segundo Little League's 12U All-Stars won the Little League World Series, defeating Curaçao 6-5 in dramatic walk-off fashion. The team is the first team from Los Angeles County to participate in the Little League World Series since 1993 and the first Little League team ever from El Segundo to play on a national stage. The win has created a sense of civic pride that has brought the community together to celebrate this historic event. To recognize and honor the championship team, and the countless hours of hard work that these young athletes dedicated to their sport, the Little League proposes conducting a parade and team recognition ceremony on September 10, 2023. The parade would entail street closures and multiple vehicles

**Parade Fee Waiver**  
**September 5, 2023**  
**Page 2 of 2**

showcasing the players and coaches. The parade is expected to begin at noon on Main Street from Imperial Avenue to Grand Avenue. The parade will be followed by a team recognition ceremony at Stevenson Field.

**DISCUSSION:**

El Segundo Municipal Code Chapter 8-8 governs events proposed in streets, sidewalks, and public rights-of-way, such as parades and block parties. As part of the application and permitting process, an event proponent must pay certain fees, including:

1. public property use fees set by resolution;
2. service charges for non-public safety overhead, admin, equipment, etc.; and
3. public safety personnel and materials for traffic control. (ESMC, § 8-8-7 (A)-(C).)

The City Council may waive such fees, upon applicant request, for 501(c)(3) or 501(c)(6) status nonprofit groups, government agencies, or public schools. The Council may also waive fees for community service groups or organizations without 501(c)(3) or 501(c)(6) status (such as El Segundo Little League) if it, "by resolution," determines that the proposed event provides services that meet community needs and it is in the public interest to waive such fees." Given the fact that the championship game was held on August 27, 2023, staff is in the process of determining the amount of the fee waiver, which will be presented at the City Council meeting on September 5, 2023. The proposed Resolution would authorize the waiver of fees for the Little League parade and ceremony.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance customer service, diversity, equity, inclusion and communication.

Goal 2: Support community safety and preparedness.

**PREPARED BY:**

Joaquin Vazquez, Deputy City Attorney

**REVIEWED BY:**

Darrell George, City Manager

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. ES - Resolution El Segundo Little League Championship Parade

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, SEPTEMBER 5, 2023

CLOSED SESSION – Mayor Boyles called the meeting to order at 5:15 PM due to lack of quorum at 4:00 PM

ROLL CALL

Mayor Boyles - Present  
Mayor Pro Tem Pimentel - Present  
Council Member Pirsztuk - Present  
Council Member Giroux - Present  
Council Member Baldino - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total) None

SPECIAL ORDER OF BUSINESS:

Mayor Boyles announced that Council would be meeting in closed session pursuant to the items listed on the agenda.

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -  
2- MATTER(S)

1. Employee Organizations: Police Management Association (PMA) and Fire Fighter Association (FFA).

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk, Laura Droltz Kalty, and Alex Volberding.

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:01 PM

ROLL CALL

Mayor Boyles - Present  
Mayor Pro Tem Pimentel - Present  
Council Member Pirsztuk - Present  
Council Member Giroux - Present  
Council Member Baldino - Present

INVOCATION – Rabbi Dovid Lisbon, The Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS:

1. Commendation read by Council Member Pirsztuk and presented to the Young Entrepreneurs of El Segundo.
2. Commendation read by Mayor Boyles and presented to the El Segundo High School Boys Volleyball Team.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total) None

CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager gave an update on the Hyperion Water Reclamation Plant and Chief Bermudez gave an update on how “No Bail” has affected the City and policing.

- A. Read all Ordinances and Resolutions on the Agenda by Title Only.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

B. CONSENT:

3. Approve Regular City Council meeting Minutes of August 15, 2023  
(Fiscal Impact: None)
4. Approve warrants demand register for July 10 through July 16, 2023 numbers 2A: warrant numbers 3046505 through 3046568. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.  
(Fiscal Impact: \$4,449,540.51 (\$997,011.36 in check warrants and \$3,452,529.15 in wire warrants))
5. Approve continuing appropriations from FY 2022-23 to FY 2023-24, thereby amending the Fiscal Year 2023-24 Adopted Budget in the Funds and by the amounts contained in Attachment A. (See agenda packet for attachment A)  
(Fiscal Impact: Carryover of \$13,819,763.14 from FY 2022-2023 to FY 2023-2024)
6. Conduct a second reading and adopt Ordinance No. 1650 amending El Segundo Municipal Code Chapter 1-6 to expand the list of positions exempt from the Civil Service System.  
(Fiscal Impact: None)
7. PULLED BY MAYOR PRO TEM PIMENTEL



MOTION by Council Member Giroux, SECONDED by Council Member Baldino, approving Consent items 3, 4, 5, and 6. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

PULLED ITEMS:

7. Purchase of Three Replacement Police Vehicles  
(Fiscal Impact: \$162,497.90)

Mayor Pro Tem Pimentel questioned the need to sell the out of service police cars due to the potential of hiring more police officers.

Police Chief Bermudez said the cars in question were K-9 vehicles and wouldn't be of use to everyday policing.

MOTION by Mayor Pro Tem, SECOND by Council Member Pirsztuk authorizing the waiving of the formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) to replace two police K9 patrol vehicles originally due for replacement in September 2020 and a Sergeant's patrol vehicle due for replacement in September 2024 for \$162,497.90, with an additional \$24,374.69 as a contingency fund for potential unforeseen supply chain issues, authorize Public Works to auction three police vehicles following their replacement, and authorize the City Manager to execute any necessary agreements or associated documents necessary to complete the purchase of three police vehicles and auction of the vehicles to be replaced. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

PUBLIC HEARING: None

STAFF PRESENTATIONS:

8. S&P Global Ratings Increase of El Segundo's Long-Term Credit Rating to "AAA" from "AA+"  
(Fiscal Impact: This rating upgrade demonstrates that investors will recognize that El Segundo continues to move in a positive direction and that the City's financial future is bright. This positive rating allows the City to obtain even lower financing rates if it were to choose to issue bonds in the future, although there is not a plan for the General Fund to issue any bonds. El Segundo is one of 51 cities in California with a "AAA" rating)

David Cain, Interim Chief Financial Officer, reported on the item.

Council Discussion

Council consensus to receive and file the report.

9. Resolution to Waive Fees Associated with the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League  
(Fiscal Impact: Not to exceed \$200,000)

Aly Mancini, Recreation, Parks, and Library Director, reported on the item.

Council discussion

Little League Board requested, and Council advised for safety reasons that there should be a car for each player on the day of the parade and that the El Segundo High School Band and Cheerleaders could participate during the Ceremony portion of the celebration. Police Chief Bermudez stated that he will have adequate police available the day of the parade for crowd control.

MOTION by Mayor Boyles, SECONDED by Mayor Pro Tem Pimentel approving the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League at a cost not to exceed \$200,000. MOTION PASSED BY A UNANIMOUS VOTE. 5/0

- E. COMMITTEES, COMISSIONS AND BOARDS PRESENTATIONS: None
- F. REPORTS – CITY CLERK – No report
- G. REPORTS – CITY TREASURER –
- 10. Investment Portfolio Report for June 2023  
(Fiscal Impact: None)

Matthew Robinson, City Treasurer gave a presentation.

Council consensus to receive and file the presentation.

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Thanked the directors of the ArtWalk for a fantastic event and thanked Aly Mancini and her department for putting together the Little League World Series watch parties.

Council Member Giroux – No report

Council Member Pirsztuk – Attended the Recreation and Parks Subcommittee meeting, attended the Finance Committee meeting and congratulated the Library on its 75<sup>th</sup> Birthday celebration that she attended.

Mayor Pro Tem Pimentel – Will attend the Regional Homelessness Task Force meeting tomorrow, will attend both the Sanitation and Transportation Committee meetings in the upcoming weeks, the Local Travel Network will launch soon, and Inglewood should receive word on their “People Mover” project.

Mayor Boyles – Will attend the RHNA (Regional Housing Needs Allocation) reform meeting on Thursday, attended a meeting in the Silicon Valley, Menlo Park, pitching El Segundo to approximately 50 Venture Capitalist, will attend the

Contract Cities meeting this weekend and commented on his experience attending the Little League World Series in Williamsport.

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – No report

MEMORIAL – None

Adjourned at 7:25 PM

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Tracy Weaver, City Clerk

**TITLE:**

Smoky Hollow Pilot Parking Project Construction Award

**RECOMMENDATION:**

1. Authorize the City Manager to execute a standard Public Works Contract with DASH Construction in the amount of \$219,915 for the construction of the Smoky Hollow Parking Pilot Project, Project No. PW 23-05, and authorize an additional \$22,000 for construction related contingencies.
2. Appropriate \$170,350 from Parking In-lieu Fee and \$71,565 from General Fund Unassigned Fund Balance.
3. Alternatively, discuss and take other action related to this item.

**FISCAL IMPACT:**

This project is not included in the Adopted FY 2022-23 Budget. An appropriation of \$241,915 is requested below for FY 2022-23 and will be included in the P.O. rollover report for FY 2023-24 expected to be brought to City Council on June 20, 2023:

1. Undesignate \$170,350 from 001-277-0000-8840 (designated Parking In-Lieu Fee) and appropriate to 001-400-4101-6304 (PW Engineering - Smoky Hollow Parking In-Lieu).
2. Appropriate \$71,565 from 001-299-0000-2990 (General Fund Unassigned Fund Balance) to 001-400-4101-6304 (PW Engineering - Smoky Hollow Parking In-Lieu).

**BACKGROUND:**

On October 2, 2018, City Council adopted the Smoky Hollow Specific Plan. A pilot parking project was authorized under this plan to add a parallel parking lane for on-

## **Smoky Hollow Pilot Parking Project Award**

**May 16, 2023**

**Page 2 of 3**

street parking along the north side of El Segundo Boulevard from the alley east of Main Street to the alley east of Sheldon Street. This pilot project was completed on January 21, 2020 in accordance to the Smoky Hollow Specific Plan, and was subsequently removed after a 16-month evaluation period at the direction of the City Council on May 18, 2021.

Staff was directed to initiate a second pilot project to add parking to the Smoky Hollow area. This alternative is to alter some of the north/south streets that intersect El Segundo Blvd. from the current two-way operation to one-way streets, which would allow angled parking along those streets, as contemplated in the Smoky Hollow Specific Plan.

On March 7, 2023, the City Council adopted the plans and specifications for this alternative and authorized staff to advertise this project for construction.

### **DISCUSSION:**

City staff advertised the project, and the City Clerk received no bids on April 11, 2023. Public Contract Code § 22038 states that if no formal bids are received, then a contractor may be selected by direct negotiation. Staff solicited bids from various contractors, and received one bid from a qualified contractor, DASH Construction, for an amount of \$219,915. Upon receiving this bid, staff checked the references and license status of DASH Construction. Staff found their contractor license in good standing and the performance of their work to be satisfactory. DASH Construction has successfully completed similar projects for other public agencies. Dash is currently the contractor doing construction of the El Segundo Blvd. paving project between Illinois St. and Whiting St. The design engineer estimated the construction cost of this project to be \$200,000.

With the Council's authorization, construction is anticipated to commence in July 2023 and is scheduled to be completed by the end of Summer 2023. Subsequent to the construction, the success of this pilot project can be evaluated based on the following:

- Survey businesses and adjacent property owners in the Smoky Hollow area to gather feedback.
- Keep logs of feedback/complaints from residents, business owners, truck drivers and adjacent property owners.
- Review citations issued by the Police Department.
- Monitor the use of newly installed parking stalls.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

## **Smoky Hollow Pilot Parking Project Award**

**May 16, 2023**

**Page 3 of 3**

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

**PREPARED BY:**

James Rice, Associate Engineer

**REVIEWED BY:**

Elias Sassoon, Public Works Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Location Map
2. Vicinity Map



## City Council Agenda Statement

Meeting Date: May 3, 2022

Agenda Heading: Consent

Item Number: B.12

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### TITLE:

Amendment to Professional Services Agreement with RRM Design Group for Consulting Services to Update the Downtown Specific Plan

### RECOMMENDATION:

1. Approve an amendment to a professional services agreement with RRM Design Group to increase the total not-to-exceed compensation from \$444,377 to \$464,045 for preparing the Downtown Specific Plan update.

### FISCAL IMPACT:

The agreement with RRM Design Group for \$464,045, an increase of \$19,668, is funded by the General Plan Maintenance Fund (Fund 708). This fund receives revenue from a dedicated permit fee collected from land use developments to be used to update the City's General Plan and applicable Specific Plans. The proposed Downtown Specific Plan Update is a qualifying activity. There is sufficient balance in the General Plan Maintenance Fund to pay for this project and no additional appropriation is necessary.

### BACKGROUND:

On April 20, 2021, City Council approved a PSA with RRM Design Group for \$444,377 to provide consulting services and prepare the Downtown Specific Plan update. To date, RRM Design Group and City staff have completed their initial research on the existing conditions in the Downtown area and have initiated the community engagement portion of the overall effort.

### DISCUSSION:

The additional budget request will fund a more extensive parking analysis for the Downtown Specific Plan. The current scope of work includes evaluating the existing parking supply, the existing Specific Plan parking ratios and standards, and providing recommendations for revised regulations. However, staff believe a more extensive

## **RRM Design Group PSA Amendment**

**May 3, 2022**

**Page 2 of 2**

parking analysis must be conducted to estimate future parking demand and develop a long-term plan for meeting it. Although the proposed extensive parking analysis is described as an Optional Subtask O.5 in the current agreement, the analysis will include the following:

- Conduct a parking supply count of on-street and off-street parking
- Estimate existing peak parking demand on weekdays and weekends
- Develop a future parking demand model for the Downtown
- Propose parking management strategies and revised off-street parking ratios

Staff believe this more extensive parking analysis will help address a key issue for Downtown El Segundo, may also help inform future and ongoing use of the on-street parking, and therefore recommend the City Council approve the requested budget adjustment for the project.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

#### **PREPARED BY:**

Paul Samaras, AICP, Principal Planner

#### **REVIEWED BY:**

Michael Allen, AICP, Development Services Director

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Draft Amendment to Agreement #6058A (RRM Design Group)





# **FY 2023-2024 Second Quarter Financial Report & Mid-Year Budget**

**February 20, 2024**

# PRESENTATION AGENDA

- 1. FY 2023-2024 Second Quarter (Q2) - Financial Report**
- 2. FY 2023-2024 Mid-Year Review & Adjustments**
- 3. Staff Recommendations**

# FY 2023-24 Q2 - Financial Report

## Q2: GENERAL FUND – REVENUE (HIGHLIGHTS)

- General Fund had realized **\$23.9M** or **27%** revenues versus **\$30M** or **37%**
- The big 5 revenues sources are on pace to meet or exceed budget
- Q3 Financial Report will provide better financial picture

# FY 2023-2024 GENERAL FUND REVENUES (6 MONTHS)

Fiscal Year 2023-2024			
	Revenue Source	Actual Revenues Received Through Q2	Full Year Budget
1	Sales & Use Tax	\$5,341,906	\$14,750,000
2	Business License	2,821,181	14,300,000
3	Transient Occupancy Tax	3,905,880	12,750,000
4	Property Tax	169,528	12,539,805
5	Chevron Tax Reso Agreement	0	5,500,000
6	Utility User Tax (UUT)	5,519,821	10,634,000
7	Charges for Services	1,692,651	4,952,040
8	Transfers In	0	50,000
9	Franchise Tax	66,108	4,200,000
10	Other Revenues	1,403,522	3,112,944
11	Intergovernmental	48,031	130,000
12	License & Permits	980,413	2,182,000
13	Interest & Rental Income	1,759,855	2,867,620
14	Fines & Forfeitures	162,300	327,101
<b>Total General Fund Expenditures</b>		<b>\$23,871,196</b>	<b>\$88,295,510</b>

# 27% OF BUDGETED GENERAL FUND REVENUE RECEIVED (6 MONTHS)



**SALES & USE TAX,**  
36%:  
Trending on budget.



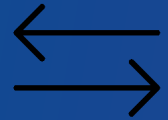
**TRANSIENT OCCUPANCY TAX,**  
31%:  
Trending on budget.



**UTILITY USER TAX,**  
52%:  
Trending above the adopted budget.



**CHARGES FOR SERVICES,**  
34%:  
Planning/Building-Safety Fees;  
Paramedic Transport;  
Recreation & Cultural Arts programming.



**TRANSFERS-IN,**  
0%:  
Traffic Safety Fund transfer to occur later in the Fiscal Year.



**FRANCHISE TAX,**  
2%:  
Annual payments from SCE & The Gas Co. received in April.



**OTHER REVENUE,**  
45%:  
Traffic Control Plan Checks revenue is exceeding budget due to a street repaving project and a large fiber project.



**INTERGOVERNMENTAL,**  
37%:  
Reimbursement from ESUSD for school librarians and commercial hauling permits.



**LICENSES & PERMITS,**  
45%:  
Trending close to budget in Building-Safety permits.



**FINES & FORFEITURES,**  
50%:  
Trending in line with budget for City Code Fines; Parking Fines; Towing Services Fines.



**INTEREST & RENTAL INCOME,**  
61%:  
Includes the City's investment earnings, leased property, and the TopGolf ground lease.



**BUSINESS LICENSE TAX,**  
20%:  
Assessed and collected December 1-January 31.



**PROPERTY TAX,**  
1%:  
Payments received in December & January, and April & May. Future reports should reflect a January payment



**TAX RESOLUTION AGREEMENT,**  
0%:  
Chevron TRA is remitted each year and is due March 31<sup>st</sup>.

## Q2: GENERAL FUND – EXPENDITURE (HIGHLIGHTS)

- General Fund has expended **\$45.6M** or **47%** versus **\$41M** or **41%**
- Departmental vacancies continues to be high, vacancy rate close to 10%+
- OT budget for Fire Department is being re-evaluated
- O&M costs are on pace with budget

# FY 2023-2024 GENERAL FUND EXPENDITURES (6 MONTHS)

Fiscal Year 2023-2024			
	Expenditure Source	Actual Expenditures Through Q2	Full Year Budget
1	Police	\$10,901,515	\$21,672,638
2	Fire	6,748,214	14,089,002
3	Transfers Out	9,895,993	17,930,206
4	Public Works	3,610,646	8,953,951
5	Non-departmental	4,547,741	6,745,052
6	Recreation, Parks & Library	3,886,288	10,372,344
7	Community Development	1,157,784	3,802,120
8	Information Technology	1,543,498	3,953,008
9	City Manager	1,159,390	2,903,270
10	Finance	1,281,039	2,754,376
11	Human Resources	449,602	2,116,401
12	City Attorney	200,802	835,450
13	City Clerk	166,231	516,545
14	City Council	90,133	235,329
<b>Total General Fund Expenditures</b>		<b>\$45,638,875</b>	<b>\$96,879,693</b>



# **FY 2023-24 Mid-Year Review & Adjustments**

## MID-YEAR ADJUSTMENTS - SUMMARY

- Revenues & Expenditure changes less than **1%** of adopted budget
  - Revenue adjustment: **\$16,980**
  - Expenditure adjustment: **\$309,914**
  - Net Change in budget: **\$117,315** (General Fund)  
**\$292,934** (All Funds)

# RECOMMENDED ADJUSTMENTS - REVENUES

	Fund Name	FY 2023-24 Budget to Date	FY 2023-24 Recommended Adjustments	FY 2023-24 Revised Year-End Budget with Recommended Adjustments	% change
1	General Fund	\$88,295,510	\$0	\$88,295,510	0.00%
2	Water Fund	36,850,000	0	36,850,000	0.00%
3	Transportation Funds	2,254,935	0	2,254,935	0.00%
4	Debt Service POBs	9,497,716	0	9,497,716	0.00%
5	Wastewater Fund	5,200,000	0	5,200,000	0.00%
6	General Fund CIP	8,432,500	0	8,432,500	0.00%
7	Equip. Replcmt. Fund	2,261,969	0	2,261,969	0.00%
8	Workers Comp. Fund	3,235,881	0	3,235,881	0.00%
9	General Liability Fund	3,115,000	0	3,115,000	0.00%
10	Dev. Services Trust	270,000	0	270,000	0.00%
11	Public Safety Spcl. Rev.	1,266,231	0	1,266,231	0.00%
12	Other Special Rev.	795,700	0	795,700	0.00%
13	Rec & Econ Dev Trust	1,050,000	16,980	1,066,980	1.62%
14	Cultural Dev. Trust Fund	500,000	0	500,000	0.00%
15	Debt Service Fund	367,200	0	367,200	0.00%
16	Solid Waste Fund	600,000	0	600,000	0.00%
17	Senior Housing Fund	203,099	0	203,099	0.00%
18	Golf Fund	0	0	-	0.00%
19	Economic Uncertainty	0	0	-	0.00%
	<b>Total</b>	<b>\$164,195,741</b>	<b>\$16,980</b>	<b>\$164,212,721</b>	<b>0.01%</b>

# RECOMMENDED ADJUSTMENTS - EXPENDITURES

	Fund Name	FY 2023-24 Budget to Date	FY 2023-24 Recommended Adjustments	FY 2023-24 Revised Year-End Budget with Recommended Adjustments	% change
1	General Fund	\$96,879,693	\$117,315	\$96,997,008	0.12%
2	Water Fund	31,837,693	0	31,837,693	0.00%
3	Transportation Funds	16,725,802	50,000	16,775,802	0.30%
4	Debt Service POBs	9,497,706	0	9,497,706	0.00%
5	Wastewater Fund	6,875,554	0	6,875,554	0.00%
6	General Fund CIP	17,608,913	0	17,608,913	0.00%
7	Equip. Replcmt. Fund	18,233,737	0	18,233,737	0.00%
8	Workers Comp. Fund	3,405,200	0	3,405,200	0.00%
9	General Liability Fund	3,222,127	0	3,222,127	0.00%
10	Dev. Services Trust	519,522	19,668	539,190	3.79%
11	Public Safety Spcl. Rev.	3,816,591	0	3,816,591	0.00%
12	Other Special Rev.	1,232,605	26,400	1,259,005	2.14%
13	Rec & Econ Dev Trust	188,400	96,531	284,931	51.24%
14	Cultural Dev. Trust Fund	298,196	0	298,196	0.00%
15	Debt Service Fund	603,300	0	603,300	0.00%
16	Solid Waste Fund	300,000	0	300,000	0.00%
17	Senior Housing Fund	963,461	0	963,461	0.00%
18	Golf Fund	0	0	-	0.00%
19	Economic Uncertainty	0	0	-	0.00%
	<b>Total</b>	<b>\$212,208,504</b>	<b>\$309,914</b>	<b>\$212,518,418</b>	<b>0.15%</b>

## General Fund:

Crossing guard services for the El Segundo Unified School District. The amount approved in the Fiscal Year 2023-2024 adopted budget was an estimate, as staff did not receive the proposal from All City Management (crossing guard service provider) until after the budget was adopted.

- Expenditure: **\$17,315**

# MID-YEAR ADJUSTMENT (PUBLIC WORKS)

## **General Fund:**

Aquatic Center Supplies and Maintenance expenditures for a vendor to service the filters at the Aquatic Center. Additional maintenance for future new heaters. Increase to cost of pool chemical supplies.

- Expenditure: **\$100,000**

## **Other Special Revenue:**

CalGreen Grant from the previous Fiscal Year.

- Expenditure: **\$26,400**

## **Transportation Funds:**

Increased inspection contracted services on more third-party projects than anticipated for the fiscal year, including on-call services for the Douglas Street sinkhole in September 2023.

- Expenditure: **\$50,000**

## Recreation and Economic Development Trust Funds:

At the September 5, 2023 City Council meeting, City Council approved a resolution (Staff Presentation D.9) to waive fees associated with the World Series Championship Parade and Team Recognition Ceremony for the El Segundo Little League, with a not-to-exceed amount of \$200,000.

- Revenue: **\$16,980**
- Expenditure: **\$96,531**

## Development Services Trust:

Increased agreement with RRM Design Group at the May 3, 2022 City Council Meeting (Consent B.12) and requests the appropriation of the amended contract amount to be used in this fiscal year.

- Expenditure: **\$19,668**



# STAFF RECOMMENDATIONS

1. **Approve** to amend the FY 2023-2024 Budget to reflect the revised year-end revenue estimates and year-end expenditures, which were noted in this Mid-Year Budget and Second Quarter Fiscal Year 2023-2024 Financial Report.
2. **Approve** to reclassify \$42,423 from 001-264-0000-8840 Designated Smoky Hollow Parking In-Lieu to 001-299-0000-2990 General Fund Unassigned Fund Balance.
3. **Approve** the All City Management Crossing Guard Services Amendment #13 which will increase the not-to-exceed amount to total \$164,037.



## **City Council Agenda Statement**

**Meeting Date:** February 20, 2024

**Agenda Heading:** Staff Presentations

**Item Number:** D.7

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### **TITLE:**

Establishment of a Youth Advisory Council

### **RECOMMENDATION:**

1. Authorize the establishment of a Youth Advisory Council as an educational program for local high school students.
2. Authorize City staff to conduct interviews and select Youth Advisory Council members.
3. Approve the proposed implementation recommendations.
4. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The fiscal impact of the development and implementation of the Youth Advisory Council ("YAC") is approximately \$1,000, which will be requested in the FY 2024-25 budget. In addition, staff time will be required to facilitate the monthly meetings which will be absorbed in the FY 2024-25 budget.

### **BACKGROUND:**

At the October 17, 2023, City Council meeting, Councilmember Lance Giroux requested to establish a YAC in the City of El Segundo. The City Council unanimously approved this request. This proposal is in line with the City's commitment to inclusivity, community engagement, and providing a platform for the youth population to learn about the local decision-making processes and civic operations.

### **DISCUSSION:**

The City Council recognizes the importance of educating the youth of El Segundo on how local government functions. Establishing a YAC would not only educate the youth

## **Youth Advisory Council**

**February 20, 2024**

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but also enrich the City's community engagement efforts.

Since the October 17, 2023, City Council meeting, staff has researched neighboring cities' Youth Advisory Councils and held several internal meetings to discuss the purpose, structure, membership application, and initial study topics. Staff engaged in extensive outreach by partnering with El Segundo Unified School District (ESUSD) Assistant Superintendent Marisa Janicek for school district guidance and with El Segundo High School Social Science Teacher Craig Gast to survey the youth on topics of interest. To move the process forward, staff recommends the following:

### **Meeting Structure**

High school students from Da Vinci, Vista Del Mar, and El Segundo High Schools would be eligible to participate. The YAC will meet once per month.

### **YAC Applicants**

The City will promote and accept applications at the start of each school year and will be accepted until the end of September.

### **YAC Appointments**

City Staff will interview and appoint YAC members.

### **Number of YAC Members & Term Length**

Total YAC membership is recommended to consist of eleven (11) members. The term length for each member is recommended to be one (1) year without term limits.

### **First YAC Meeting Date**

The first YAC meeting is planned to take place in October 2024. A regular meeting schedule will be established at the YAC's first meeting.

The first meeting will be to discuss the purpose of the YAC. Students will select a Chair and Vice Chair and topics to discuss at the next meeting. Students will be asked to attend a City Council meeting and/or an existing Committee, Commission, or Board meeting to learn about City meeting protocols and procedures.

### **YAC Support**

The YAC will be student-led with oversight and guidance provided by the City Manager's Office. Other staff will be assigned as needed.

### **Initial Study Topics**

Based on a survey issued to students at El Segundo High School, the following initial study topics are suggested:

1. Environmental Concerns
2. Capital Improvement Program Process
3. State Laws and Local Mandates

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4. City Organization

**Initial YAC Update to City Council**

The YAC will update City Council in early 2025.

**CITY STRATEGIC PLAN COMPLIANCE:**

**Goal 1:** Enhance Customer Service, Diversity, Equity, Inclusion, and Communication

**Strategy 1A:** Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

**PREPARED BY:**

Stephanie Reis, Executive Assistant to City Manager

**REVIEWED BY:**

Barbara Voss, Deputy City Manager

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None