

RESOLUTION NO. 5488

A RESOLUTION APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO AND THE EL SEGUNDO FIREFIGHTERS' I.A.F.F., LOCAL 3682 BARGAINING UNIT

The City Council of the city of El Segundo does resolve as follows:

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

A. The City of El Segundo ("City") previously entered into a memorandum of understanding ("MOU") with The El Segundo Firefighters' Association ("ESFA"), a recognized employee organization, for the term of May 21, 2024 through June 30, 2028.

B. Representatives from the City and ESFA met and conferred in good faith to reach an agreement on wages, benefits, and other terms and conditions of employment, which are memorialized in the MOU between the City and ESFA attached hereto as "Exhibit A" and incorporate herein by this reference.

C. The ESFA ratified said agreement on May 10, 2024.

SECTION 2. *Actions; Direction.*

A. The City Council approves the MOU between the City and ESFA for the period May 21, 2024 through June 30, 2028.

B. Staff is directed and authorized to implement all the MOU's terms.


SECTION 3. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

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 *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.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

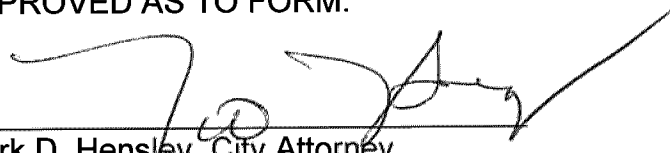
PASSED, APPROVED AND ADOPTED this 21st day of May, 2024.


Drew Boyles, Mayor

ATTEST:


Tracy Weaver, City Clerk

APPROVED AS TO FORM:


Mark D. Hensley, City Attorney

CERTIFICATION

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

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. 5488 was duly passed, approved, and adopted by said City Council at a regular meeting held on the 21st day of May, 2024, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES: Mayor Boyles, Mayor Pro Tem Pimentel, Council Member Pirsztuk,
 Council Member Giroux, and Council Member Baldino

NOES: None

ABSENT: None

ABSTAIN: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 21st day of May, 2024.

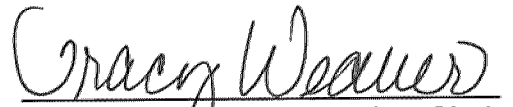

Tracy Weaver, City Clerk
of the City of El Segundo,
California

EXHIBIT "A"

MOU between the City and ESFA for the period May 21, 2024 through June 30, 2028

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
EL SEGUNDO FIREFIGHTERS' ASSOCIATION
I.A.F.F., LOCAL 3682



Term: May 21, 2024 through June 30, 2028

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ARTICLE 1 – GENERAL PROVISIONS

Section 1.01 PREAMBLE

This Memorandum of Understanding (MOU) applies 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.

The parties have met and conferred in good faith regarding employment conditions and have reached a mutual agreement as to certain wages, hours, and other terms and conditions of employment of the affected employees, this memorandum which shall be submitted to the City Council of the City of El Segundo for its consideration and if adopted, for implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action. This Memorandum of Understanding is a comprehensive statement of agreed upon wages, hours, and other terms and conditions of employment.

Notwithstanding the above, the Parties previously agreed that either party may re-open this Agreement 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

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

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

Unless otherwise provided herein, all terms and conditions described herein shall be effective May 21, 2024 by the City Council. This MOU 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 this Memorandum of Understanding 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 Agreement 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 Memorandum of Understanding contains 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 this MOU is 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 the MOU, 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 the MOU or which may have been omitted in the discussions which

led up to the implementation of the MOU, 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 the period that includes July 1, 2024, the base salary of each represented employee shall be increased by 5.3%.
3. Effective the pay period that includes July 1, 2025, the base salary of each represented employee shall be increased by three percent (3%).
4. Effective the pay period that includes July 1, 2026, the base salary of each represented employee shall be increased by two percent (2%).
5. Effective the pay period that includes July 1, 2027, the base salary of each represented employee shall be increased by two percent (2%).

6. Attached to this MOU as Appendix B, 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.

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	497	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

This Agreement 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. The effective date of the increase will be the first day of the pay period in which the anniversary date falls. 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 LICENSE INCENTIVE

1. Effective upon approval and adoption of the MOU, 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 below:

Firefighter	\$672.05
Fire Paramedic	\$776.36
Fire Engineer	\$776.36
Fire Captain	\$897.54

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 Agreement.
4. The City shall continue to provide an EMS Educator.

Section 3.02 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 3.03 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 3.04 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 3.05 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 3.06 TILLER PREMIUM PAY

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

Section 3.07 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 3.08 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 3.09 TEMPORARY UPGRADE PAY

Effective February 20, 2024, 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

Section 4.01 INCENTIVE PAY

Effective upon approval and adoption of this MOU, the Educational Incentive will be eliminated for all ranks and the previous Tier One Captain Educational Incentive for a Bachelor's degree shall be applied to base salary in the amount of \$1,059.02 per month for all ranks.

FOR HISTORICAL REFERENCE ONLY

EDUCATIONAL PROGRAMS – TIER ONE

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.

EDUCATIONAL PROGRAMS – TIER TWO

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.

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.

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 – LONGEVITY PAY

Section 5.01 TIER ONE

Employees hired on or before November 28, 2015 shall be eligible for Longevity Pay, as set forth below: .

	6.5 Years	13 Years	19 Years	26 Years
Firefighter	\$426.73	\$1,036.35	\$1,645.97	\$2,377.52
Fire Paramedic	\$493.17	\$1,197.70	\$1,902.24	\$2,747.67
Fire Engineer	\$493.17	\$1,197.70	\$1,902.24	\$2,747.67
Fire Captain	\$570.24	\$1,384.87	\$2,199.50	\$3,177.06

Section 5.02 TIER TWO

Employees hired on or after November 28, 2015, shall be eligible for Longevity Pay as set forth below:

	6 Years	13 Years	20 Years
Firefighter	\$500	\$700	\$900
Fire Paramedic	\$500	\$700	\$900
Fire Engineer	\$500	\$700	\$900
Fire Captain	\$500	\$700	\$900

ARTICLE 6 – INSURANCE ACTIVE EMPLOYEES

Section 6.01 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 6.02 HEALTH INSURANCE FORMULA

1. Effective upon approval and adoption of the MOU, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,750.
2. Effective January 1, 2025 , the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,800.
3. Effective January 1, 2026, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,850.
4. Effective January 1, 2027, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,900.
5. Effective January 1, 2028, the maximum monthly City-paid health insurance premium contribution for medical health insurance will be \$1,950.
6. 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.

Section 6.03 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 March 1, 2024, the City shall pay basic life premiums to increase coverage to \$50,000.

Section 6.04 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 6.05 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 6.06 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 6.07 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 6.08 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 7 – INSURANCE RETIRED EMPLOYEES

Section 7.01 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 7.02 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 7.03 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 8 – SICK LEAVE

Section 8.01 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 1,584 hours. Sick leave shall be available for immediate use beginning from date of hire.

Section 8.02 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 8.03 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 8.04 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 8.05 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 8.06 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 9 – VACATION LEAVE

Section 9.01 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 9.02 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:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-7	144 hours	5.53 hours	288 hours
7-14	216 hours	8.03 hours	432 hours
14+	288 hours	11.07 hours	576 hours

Effective January 1, 2025, the City will enforce the cap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee who has accrued, but unused, vacation in an amount that exceeds that amount will be cashed out for the vacation accruals in excess of the cap.

Section 9.03 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 9.04 VACATION CASH OUT

Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash-out.

Cash-out Process in 2024: In calendar year 2024, a qualified employee may elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 10, Section 10.02, While employees may elect to exercise this option not more than twice in calendar year 2024, the cumulative amount of vacation leave cashed out may not, in aggregate, exceed total amount of vacation leave that the employee can accrue in a year.

Election Process: A qualified employee may elect to receive cash payment(s) in lieu of accrued vacation up to one hundred percent (100%) of annual accrued vacation leave to cash, at the base hourly rate of pay existing at the time of distribution.

On or before December 15, 2024 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their accrued vacation for the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of accrued vacation leave that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of accrued vacation leave that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

The City shall administer the cash-out twice annually, starting in December 2024 and every July and December thereafter. The City shall make the cash outs in the first full pay period in July and December. Such cash outs shall be paid at the employee's base salary hourly rate of pay.

Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has available for their use.

Section 9.05 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 9.06 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 9.07 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 9.08 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 10 – OVERTIME

Section 10.01 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 Agreement 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 10.02 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 10.03 FORCED HIRE COMPENSATION

Effective July 1, 2006 Notwithstanding Section 11.01, 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 10.04 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 10.05 NO PRESCRIBED STAFFING LEVELS

The Fire Chief, in conjunction with the City Manager, shall have the sole responsibility of determining safe and adequate staffing and equipment levels.

ARTICLE 11 – DEFERRED COMPENSATION PROGRAM

Section 11.01 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 11.02 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 12 – RETIREMENT - PERS

Section 12.01 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 12.02 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 12.03 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 13 – UNIFORM AND SAFETY EQUIPMENT

Section 13.01 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 13.02 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 13.03 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 14 – BEREAVEMENT LEAVE

Section 14.01 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 14.02 USE OF OTHER LEAVES

No other emergency leave shall be provided, except as outlined in Section 9.08.

Section 14.03 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 15 – SAFETY COMMITTEE

Section 15.01 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 15.02 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 15.03 MEETINGS

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

ARTICLE 16 – TRAINING REIMBURSEMENT

Section 16.01 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 16.02 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 17 – EDUCATIONAL REIMBURSEMENT

Effective November 23, 2018, members of this Unit shall no longer be eligible for Educational Reimbursement under this Article.

FOR HISTORICAL REFERENCE ONLY

Section 17.01 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 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 17.02 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 17.03 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 17.04 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 18 –TEMPORARY APPOINTMENTS

Section 18.01 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 18.02 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 18.03 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 18.04 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 18.05 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 18.06 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 19– MAINTENANCE AND REPAIRS

Section 19.01 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 19.02 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 20 – MATERNITY LEAVE

Section 20.01 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 20.02 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 20.03 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 20.04 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 20.05 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 20.06 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 20.07 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 20.08 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 21 – POLICY AND PROCEDURE AGREEMENTS

Section 21.01 DISABILITY RETIREMENT APPEAL PROCEDURES

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

Section 21.02 INJURY ON DUTY PROCEDURES

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

Section 21.03 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 21.04 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 21.05 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.

Effective May 21, 2024, employees rehired shall only be permitted to work down one rank. In the case where no employees are available that meet this criterion, the Fire Chief shall have the sole discretion on a case by case basis to approve a work down in excess of one rank.

Section 21.06 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 21.07 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 this Agreement. Such controversy must pertain to any of the following:
 - 1. Any matter involving the application of any provision of this Agreement; or
 - 2. Any matter involving the violation(s) of any provision or intent of this Agreement; 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; 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 this Agreement 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 21.08 SHIFT TRADE POLICY

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 21.09 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 21.10 MEDICAL EXAMINATION POLICY

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

Section 21.11 MILITARY LEAVE POLICY

City shall provide military leave in accordance with law.

Section 21.12 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 21.13 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 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 21.14 FIREFIGHTERS PROCEDURAL BILL OF RIGHTS ACT

Attached to this MOU as Appendix A , 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 21.15 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.

Section 21.16 BINDING ARBITRATION

Voluntary Agreement to Binding Arbitration in Exchange for \$10,000 Bonus Payment: Employees as of the approval and adoption of this MOU may voluntarily enter into an Arbitration Agreement according to the terms of the agreement. Current ESFA members in the classifications of Firefighter, Fire Paramedic, Fire Engineer, and Fire Captain shall have until December 31, 2024 to enter into the Arbitration Agreement in Appendix C.

For Employees hired during the term of this MOU, they are not eligible to participate in the program unless and until they have satisfactorily completed probation. Upon satisfactory completion of probation, newly hired employees during the term of this MOU shall have 90 days from satisfactory completion of probation to sign the Arbitration Agreement.

ARTICLE 22 – UNION BUSINESS

Section 22.01 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 22.02 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 22.03 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 22.04 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 23 – HOLIDAYS

Section 23.01 ACCUMULATION

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 23.02 ANNUAL PAYMENT

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 23.03 PERS PICK-UP

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

ARTICLE 24 – MISCELLANEOUS

Section 24.01 OPPORTUNITY TO REVIEW MATERIALS

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 24.02 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 this Agreement.

ARTICLE 25 – WORK SCHEDULE

Section 25.01 SCHEDULE – SUPPRESSION EMPLOYEES

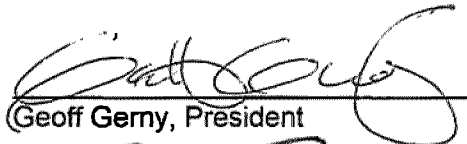
The work schedule shall be two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) consecutive hours off duty, based upon a 24-day work cycle.


ARTICLE 26- LIMITED LAYOFFS

Section 26.01 NO LAYOFFS

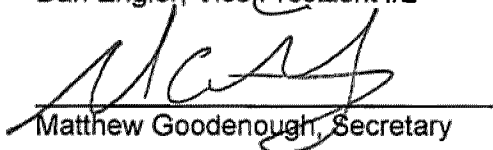
Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches. Additionally, as the result of the recent reorganization of the Fire Paramedic position on Engine 32, no existing Fire Paramedic shall be laid off or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

For the Union:


Geoff Gerny, President


Curt Crowson, Vice President #1


Dan Engler, Vice President #2


Matthew Goodenough, Secretary


Chase Long, Treasurer

May 13, 2024
Date

For the City of El Segundo:


Darrell George, City Manager


Rebecca Redyk, Director of
Human Resources

/s/ Laura Drottz Kalty
Laura Drottz Kalty, Chief Negotiator

5/13/2024
Date

APPENDIX A

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.¹

- 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

¹ 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.

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JUNE 1, 2024

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/1/2024	6/1/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	31.71	7694.40	92332.80
							33.02	8013.89	96166.70
							34.41	8349.34	100192.06
							35.86	8701.56	104418.77
							37.38	9071.37	108856.43
							38.98	9459.69	113516.25
6/1/2024	6/1/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	37.45	9087.30	109047.66
							39.05	9476.43	113717.10
							40.73	9884.98	118619.80
							42.50	10313.98	123767.79
							44.36	10764.44	129173.28
6/1/2024	6/1/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	42.58	10332.47	123989.59
							44.44	10783.83	129405.92
							46.39	11257.78	135093.37
							48.44	11755.41	141064.98
							50.60	12277.93	147335.12

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JUNE 29, 2024
5.3%

IAFF

EI Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/29/2024	6/29/2024	5467	Firefighter	ESFA - IAFF	483	Hourly	33.39	8102.20	97226.44
							34.77	8438.63	101263.51
							36.23	8791.86	105502.26
							37.76	9162.74	109952.91
							39.36	9552.15	114625.83
							41.05	9961.05	119532.64
6/29/2024	6/29/2024	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Engineer	ESFA - IAFF	497	Hourly	39.43	9568.93	114827.12
							41.12	9978.68	119744.17
							42.89	10408.88	124906.61
							44.76	10860.62	130327.45
							46.71	11334.96	136019.46
6/29/2024	6/29/2024	5467	Fire Captain	ESFA - IAFF	510	Hourly	44.84	10880.09	130561.09
							46.79	11355.37	136264.48
							48.85	11854.44	142253.31
							51.01	12378.45	148541.36
							53.28	12928.66	155143.92

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JULY 1, 2025
3%

IAFF									
El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2025	7/1/2025	5467	Firefighter	ESFA - IAFF	483	Hourly	34.39	8345.27	100143.19
							35.82	8691.79	104301.47
							37.32	9055.62	108667.39
							38.89	9437.62	113251.47
							40.54	9838.71	118064.57
							42.28	10259.88	123118.58
7/1/2025	7/1/2025	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Engineer	ESFA - IAFF	497	Hourly	40.62	9856.00	118271.97
							42.35	10278.04	123336.48
							44.18	10721.15	128653.76
							46.10	11186.44	134237.26
							48.11	11675.01	140100.11
7/1/2025	7/1/2025	5467	Fire Captain	ESFA - IAFF	510	Hourly	46.18	11206.49	134477.91
							48.20	11696.03	140352.37
							50.32	12210.07	146520.88
							52.54	12749.80	152997.64
							54.88	13316.52	159798.24

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JULY 1, 2026
2%

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2026	7/1/2026	5467	Firefighter	ESFA - IAFF	483	Hourly	35.08	8512.18	102146.10
							36.53	8865.63	106387.51
							38.06	9236.73	110840.79
							39.67	9626.37	115516.47
							41.36	10035.48	120425.81
							43.13	10465.08	125580.93
7/1/2026	7/1/2026	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Engineer	ESFA - IAFF	497	Hourly	41.43	10053.12	120637.44
							43.20	10483.60	125803.21
							45.06	10935.57	131226.88
							47.02	11410.17	136922.03
							49.07	11908.51	142902.12
7/1/2026	7/1/2026	5467	Fire Captain	ESFA - IAFF	510	Hourly	47.10	11430.62	137167.44
							49.16	11929.95	143159.41
							51.32	12454.27	149451.26
							53.59	13004.80	156057.55
							55.97	13582.85	162994.20

CITYWIDE PUBLIC PAY SCHEDULE, EFFECTIVE JULY 1, 2027
2%

IAFF

El Segundo Firefighters Association, I.A.F.F, Local 3682 Salary Schedule

EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
7/1/2027	7/1/2027	5467	Firefighter	ESFA - IAFF	483	Hourly	35.78	8682.42	104189.08
							37.26	9042.94	108515.31
							38.82	9421.46	113057.58
							40.46	9818.90	117826.77
							42.18	10236.19	122834.28
							43.99	10674.38	128092.58
7/1/2027	7/1/2027	5467	Fire Paramedic	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Engineer	ESFA - IAFF	497	Hourly	42.26	10254.18	123050.19
							44.07	10693.27	128319.26
							45.97	11154.28	133851.38
							47.96	11638.37	139660.48
							50.06	12146.68	145760.16
7/1/2027	7/1/2027	5467	Fire Captain	ESFA - IAFF	510	Hourly	48.05	11659.23	139910.79
							50.15	12168.55	146022.59
							52.35	12703.36	152440.26
							54.66	13264.90	159178.75
							57.09	13854.51	166254.08

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement"), is between the City of El Segundo ("Employer" or "City") and _____ ("Employee") (collectively "Parties" or "Party" as may be appropriate.) Employer and Employee agree to the following terms and conditions.

1. **Consideration.** In exchange for a total of bonus payments of up to \$10,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

- a. The first payment of \$5,000 is to be paid within 30 days of Employee's delivery of an executed Agreement to the City, and then the remaining \$5,000 shall be paid six months thereafter. Employee shall not be entitled to receive more than \$10,000 in payments pursuant to this Agreement, even if Employee's employment is terminated and the Employee subsequently becomes re-employed by the City.
- b. If an employee's employment is terminated before the employee receives \$10,000 in payments, this Agreement is still in full force and effect and employee has no right to receive to additional payments. However, if Employee becomes re-employed by the City but had not received the entire \$10,000 in payments, the remaining payment shall be made based upon the same payment interval described above.
- c. If an employee remains employed with City but promotes or otherwise transfers to another bargaining unit and/or an unrepresented position within the City after this Agreement has been executed and the first payment has been made, City shall continue to make payments consistent with Section 1.a. and 1.b. above, and Arbitrable Claims will be subject to binding arbitration regardless of whether the Arbitrable Claims arose while the employee was a member of the ESFA or while a member of another bargaining unit and/or an unrepresented position within the City.
- d. Once the Employee receives a payment under this Agreement, all Arbitrable Claims shall be subject to the arbitration process outline below.

2. **Applicable Law.** The Employee and Employer agree that the Arbitrable Claims defined below shall be submitted to and determined exclusively by binding arbitration under the California Arbitration Act, ("CAA") (Cal. Code Civ. Proc. sec. 1280 et. Seq. Employer and Employee understand and agree that they are knowingly and intentionally giving up any right that they may have to a court trial by judge or jury with regard to the Arbitrable Claims.

3. **Arbitration Procedure.** The Parties shall have the right to conduct discovery pursuant to Cal. Code Civ. Proc. sec. 1283.05 (including all of the CAA's other mandatory and permissive rights to discovery). Nothing in this Agreement shall prevent either Party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the Parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for

any of the claims asserted. In addition, each of the Parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

4. **Definition of Arbitrable Claims.** The following shall be Arbitrable Claims:

- a. Appeals of Dismissals, Demotions, and/or Suspensions without Pay Longer than Six (6) Days, Brought by Fire Employees: For Fire Employees only, the City shall submit timely appeals of dismissals, demotions and suspensions without pay longer than six (6) days to binding arbitration, pursuant to this Agreement.
 - i. An employee who has been dismissed, demoted, or suspended longer than six 6 days, shall have ten (10) calendar days following written notification of the dismissal in which to file an appeal. The written appeal must be submitted to the City Manager.
 - ii. Upon receipt of a timely request for appeal of the dismissal, the City and employee may either mutually select an arbitrator or request a list of seven (7) arbitrators registered with the California State Conciliation and Mediation Service or some other mutually agreed upon source. The Parties shall agree to a mediator within ten (10) days of the timely appeal, unless the Parties mutually agree to extend this time period.
 - iii. The role of the arbitrator shall be to determine if the dismissal is consistent with just cause. The arbitrator shall hold a hearing at which both sides may present their arguments and evidence, including witnesses and subsequently issue a written decision. The hearing shall commence within 120 days of selection by the Parties, unless the Parties mutually agree to extend this time period.
 - iv. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall issue his/her decision in writing within thirty (30) days of the closing of the hearing.
 - v. The costs of the arbitration/hearing (court reporter, arbitration hearing transcripts) shall be divided in half (50/50) between the City and employee representative. Attorney's fees, staff time and witness fees shall not be shared between the Parties and shall be paid by the Party that incurred the cost.
- b. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and

the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Agreement is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

- c. Notwithstanding the provisions of this Agreement, Employee may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

5. **No Arbitration of Class, Collective or Representative Actions.** To the fullest extent permitted by law, no form of class, collective, or representative action shall be maintained pursuant to this Agreement without the mutual consent of the Parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

6. **Arbitration Costs.**

- a. For arbitrations for appeals of dismissals, demotions, and/or suspensions without pay longer than six (6) days, the Employee and Employer agree to split the costs of arbitration evenly (see section 4.a.).
- b. For arbitrations of disputes for Arbitrable Claims as set out in section 4.b., the City shall bear the costs of any arbitration, including the compensation of the Arbitrator, all of the Arbitrator's administrative expenses, and CSR transcripts for arbitration hearings.
- c. For any arbitration conducted pursuant to this Agreement, except as may otherwise be required by law, the Parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator, including without limitation deposition related costs.

7. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of Employee's employment by Employer and survives after the termination of the Employee's employment.

8. **Integration.** This Agreement sets forth the Parties' mutual rights and obligations with respect to the resolution of Arbitrable Claims. It is intended to be the final, complete, and exclusive statement of the terms of the Parties' agreements regarding this subject. This Agreement supersedes all other prior and contemporaneous agreements and statements related to the resolution of Arbitrable Claims, whether written or oral, express or implied, on this subject,

and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by Employee and Employer. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10. **Severability.** If a court or Arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

11. **Jurisdiction and Venue.** All arbitrations of Arbitrable Claims shall be heard in Los Angeles County, California, and all court proceedings arising out of this Agreement shall be filed in Los Angeles County, California.

"EMPLOYEE"

Signature of Employee

Printed Name of Employee

Dated

"EMPLOYER"

CITY OF EL SEGUNDO

Signature of Employer Representative

By: _____
Name/Title of Employer Representative

Dated