

CITY OF GLENDALE

AND

**GLENDALE FIREFIGHTERS'
ASSOCIATION**

**MEMORANDUM OF
UNDERSTANDING**

FOUR YEAR AGREEMENT

July 1, 2006 - June 30, 2010

AMENDMENT #1

***TWO YEAR EXTENSION OF MEMORANDUM OF
UNDERSTANDING***

April 1, 2009 – June 30, 2012

AMENDMENT #2

***TWO YEAR EXTENSION OF MEMORANDUM OF
UNDERSTANDING***

July 1, 2010 – June 30, 2014

AMENDMENT #3

Adopted November 29, 2011

GFFA _____
CITY _____

RESOLUTION NO. 11-227

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING
AMENDMENT #3 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GLENDALE AND THE
GLENDALE FIRE FIGHTERS' ASSOCIATION (GFFA)**

WHEREAS, the City of Glendale (hereinafter referred to as "City") and the Glendale Fire Fighter's Association (hereinafter referred to as "Association") have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Association have agreed to and signed a Memorandum of Understanding originally for the period of four (4) years commencing on July 1, 2006 and terminating after June 30, 2010, which was extended in 2009 for an additional two (2) years through June 30, 2012, as per Amendment #1; then amended with an additional extension for a period of two (2) years, now terminating after June 30, 2014, as per Amendment #2; and

WHEREAS, the City Council authorized City management representatives to meet and confer with the Association to propose an amendment to the current Memorandum of Understanding which has been agreed to and signed pending final approval by the City Council as required by law; and

WHEREAS, Amendment #3 is incorporated into and is included in the Memorandum of Understanding between the City and Association, which is designated as Exhibit "A" herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF GLENDALE:**

Section 1. The City does hereby approve, ratify, and authorize the

implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein by this reference as Exhibit "A", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding.


Section 2. The City Council further authorizes the City Manager and Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Amendment #3 to the Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 29th day of November, 2011.



City Clerk



Mayor

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Ardashes Kassakhian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 29th day of November, 2011, and that the same was adopted by the following vote:

Ayes: Najarian, Quintero, Weaver, Friedman
Noes: Manoukian
Absent: None



City Clerk

APPROVED AS TO FORM



City Attorney

DATE 11/22/11

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ARTICLE ONE

**MEMORANDUM OF UNDERSTANDING
CITY OF GLENDALE, CALIFORNIA
AND
GLENDALE FIRE FIGHTERS' ASSOCIATION**

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement, interchangeably) has been prepared pursuant to the terms of the City of Glendale Employee Relations Ordinance, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of Glendale (hereinafter referred to as "City") on behalf of the City Manager and by representatives of the Glendale Firefighters' Association (herein-after referred to as 'Association') pursuant to Government Code 3500, as amended, et seq. and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

II. DEFINITION - GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "her", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. DEFINITION - SHIFT

The term shift should be considered one 24-hour work schedule and converts to two 12-hour work days for determining leave benefits.

IV. RECOGNITION

A. GFFA - Recognized Employee Organization

Pursuant to the provisions of the Employee Relations ordinance of the City of Glendale, the City recognizes the Glendale Fire Fighters Association as the exclusive recognized employee organization on behalf of all full time employees occupying job classifications of FIRE FIGHTER RECRUIT, FIRE FIGHTER, FIRE ENGINEER, and FIRE CAPTAIN.

B. Exclusions

Those classifications and positions excluded include all employees designated as executive, management, mid-management, or part-time (hourly).

V. CONFIDENTIAL EMPLOYEES

The following positions which may be assigned to unit employees shall be designated confidential per the City's Employee Relations ordinance and unit employees assigned these positions shall be recognized as confidential employees and shall be restricted from representing the Association within the scope of representation:

A. Confidential Assignments

Unit employees assigned confidential investigations or inspections on personnel matters.

B. Limitations

However, they shall only be considered confidential employees as it pertains to that particular investigation or inspection.

VI. COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

The City and the Association are committed to working together to support a work environment characterized by fair treatment and access to equal opportunities.

VII. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights Section

The City and GFFA shall comply with the provisions of the Meyers-Milias-Brown Act (MMB) or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of the Memorandum of Understanding each party shall retain those rights respectively vested by local, state, and federal law which cannot be otherwise waived by this agreement.

B. Payroll Deduction

The City shall, during the term of this agreement, deduct monies for membership dues and insurance premiums on a monthly basis from unit employees and other sworn non-unit employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions in accordance with procedures set forth by the City.

C. Payroll Direct Deposit Program

Effective July 1, 2009, all unit employees are required to participate in the City's payroll direct deposit program.

D. Indemnification

The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Association.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City's Employee Relations Ordinance as amended.

F. Association Release Time**1. Release Time - Meeting and Conferring**

- a. The City recognizes that it is of benefit both to the City and Association that the City permit representatives designated by the Association to serve as the Association negotiation committee to be granted leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of representatives exceed six (6) of which no more than four (4) representatives may be on duty at any time unless approved by Fire management.
- b. Full pay as stated, shall mean the employee's current base salary, fringe benefits, and any assigned bonus.
- c. The Association shall provide the Fire Chief and the Director of Human Resources a written list of up to six (6) individuals or their alternates who will serve as the Association representatives for the purpose of meeting and conferring process.
- d. Such list shall be provided at least two calendar weeks prior to the date set for meeting and conferring. Such requirement shall be waived by the City should the City request meet and confer session(s) at a time when it would be impractical for the Association to meet such requirements.
- e. The Association negotiating committee shall be allowed reasonable release time as approved by the Fire Chief in

order to prepare for meet and confer sessions required for subsequent Memorandums of Understanding. Prior to any release time being granted, individual negotiating committee members shall give Fire management as much advance notice as possible, but at least one 24-hour regular shift in advance of the scheduled meeting except in emergencies, or unpredicted overtime assignments, about the date, time, and duration of the requested release time.

2. Release Time for Association President and Board for Association Business

a. Release Time

Subject to limitations set forth in this agreement, the President and Board of Directors of the Association shall be granted a release from on-duty assignment to conduct Association business. Such time shall not be used when it interferes with the job responsibilities or with the efficient operations of the Department. Prior notification to and approval of the on-duty Fire Battalion Chief shall be required, and shall be requested as far in advance as possible.

b. Maintain Release Time Records

It shall be the responsibility of the Association to maintain accurate release time records of time utilized and submit a copy to the Fire Chief on a semi-annual basis.

3. Release Time - Board of Directors Meetings

Subject to limitations set forth in this agreement, on-duty members of the Association Board of Directors or their designated alternate, with prior notification of at least one 24-hour regular shift in advance of the scheduled meetings, except in emergencies or unpredicted overtime assignments, shall be granted release time from their assigned duties to attend regular scheduled board meetings of the Association unless an emergency staffing situation occurs.

4. Limitations - Board of Directors - Association President

Unit employees shall not be entitled to any compensatory consideration for failure of Fire management to release the employee to attend a Board of Directors meeting or the President to attend to Association business.

G. Association Office Space

1. The City agrees to provide office space which is available and not needed for City functions and activities for the Association at City Fire Station #21 or other fire facility approved by the Fire Chief.
2. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior written notification.
3. The Association therefore agrees that the City maintains the right of access without notice under emergency conditions. Furthermore the City has the right to periodically inspect this space for maintenance of conditions provided that prior notice of 24 hours is given and the association has the right to have a representative in attendance during inspection. Failure to exercise this right after notification hereby constitutes a waiver.
4. The furniture and furnishing of the office shall be provided and maintained by the Association. Fire management reserves the right to approve all wall, ceiling, and floor colors and any further changes and modifications to said colors.
5. The Association agrees to provide, maintain, and pay for all telephone costs charged to their office telephone.
6. No inflammatory, libelous, obscene, or slanderous materials shall be posted in the Association's office.
7. The Association agrees to conform to all other rules, regulations, policies, and procedures set forth by the City concerning the use of City facilities.
8. The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules except with the approval of Fire management.
9. The Association, its officers, agents, representatives, and/or members shall not conduct any political activities, as defined in City Charter, State or Federal laws, in City facilities, including the Association office.

H. Bulletin Board(s)

1. The City provides bulletin boards at City fire stations for use both by the City and the Association business. The location and style of such bulletin boards shall continue to be designed by the City and may be changed by the City upon prior notification to the Association.

2. The Association therefore agrees to continually self-monitor their materials and information on all bulletin boards to ensure that they are maintained in an orderly manner. All material posted must be dated and contain a signature of an Association board director.
3. No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous, or politically directed materials regarding the election of Federal, State, and local officials, may be posted on bulletin boards.

I. Revocation

City reserves the right to revoke Association's use of any facility, space, or equipment for any reason upon prior notification to Association. In the event of an emergency the notification provision is waived.

J. Indemnification

1. The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of any Association's use, placement, installation, operation, goods, services, or device or any publication of libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by City.
2. Association further agrees to reimburse City for any costs of repair to any building space or structure provided to them by the City under the terms of this agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees.

K. Association Liability Waiver

In lieu of charging a rental fee for consideration of any space, equipment or structure granted to Association by the City per terms of this agreement, Association hereby agrees not to hold City liable for any damages to any equipment, furniture, floor coverings, or other personal property, now owned by City when the office is being used for Association functions.

L. Limitations

The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules, except as set forth in this agreement or with the approval of Fire management.

VIII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**A. Management Rights**

In order to ensure that the City shall continue to carry out its safety, fire protection services, functions, programs, and responsibilities to the public imposed by law, and to maintain efficient and responsive fire protection service for the citizens of Glendale, the City continues to reserve and retain solely and exclusively all management rights, regardless of frequency of use, including those rights as set forth in the City's Employee Relations ordinance as amended, in this agreement, and including but not limited to the following rights:

1. To manage the Fire Department and determine policies and procedures and the right to manage the affairs of the Department.
2. To determine the existence or non-existence of facts which are the basis of management decisions in compliance with State law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other governmental jurisdictions and to expand or diminish fire services.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Department and/or Civil Service Rules and Regulations.
5. To determine the nature, manner, means, extent, type, time, quantity, technology, quality, standard, and level of fire services to be provided to the public.
6. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Fire Department because of lack of work or funds or under conditions where continued work would be inefficient or feckless, nonproductive, or not cost effective, as determined by the City.
8. To determine change, and/or relocate fire facilities, methods, technology, equipment, and apparatus, operations to be performed, organizational structure, and allocate and assign work by which the City fire operations are to be conducted.
9. To determine methods of financing.

10. To plan, determine, and manage Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Fire Department.
11. To determine the size and composition of the Fire Department workforce, and assign work to employees of the Fire Department in accordance with requirements determined by the Fire Department and to establish and require compliance to work hours and change to work hours, work schedules, including paid leaves, call back, standby and overtime, and other work assignments, except as otherwise limited by this agreement or subsequent agreements.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees.
14. To determine the issues of public policy and the overall goals and objectives of the Fire Department and to take necessary action to achieve the goals and objectives of the Fire Department.
15. To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and/or Civil Service Rules and Regulations.
16. To determine policies, procedure and standards for recruiting, selecting, training, and promoting employees.
17. To establish, implement, maintain, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards and dress standards, code of ethics and conduct, safety, health and order, and to require compliance therewith.
18. To maintain order and efficiency in Fire facilities and operation.
19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this Agreement.
20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

B. Definition of Management Rights

The intention of the parties to this agreement is that the contractual attempt to define management rights does not and in no way is intended to diminish the rights of the Association and its members under applicable state or federal law.

C. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

IX. NO STRIKE/JOB ACTION PROVISIONS

In addition to the no strike/job action provisions and penalties in the City's Employee Relations ordinance, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited A, Prohibited Conduct, above, and return to work.
2. If the Association performs all of the responsibilities in good faith set forth in C(l) above, its officers, agents, and representatives shall

not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

X. BI-MONTHLY MEETING - CITY-GFFA

The Fire Chief, and a member of Fire management, and the Director of Human Resources shall meet bi-monthly with up to three (3) representatives of the Association, one being the President and the others appointed by the Association's president. The purpose of said meetings is to discuss employee relations matters and not conduct Meet and Confer Sessions. The Fire Chief reserves the right to determine the subjects discussed and total attendance at such meetings.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE - July 1, 2006 THROUGH June 30, 2010

A. Salary Adjustments

The classifications in this unit shall receive a four percent (4.0%) base salary increase for the period of July 1, 2006 through June 30, 2007. The monthly and annual salary and 56 hourly rate schedule shall be as follows:

Step	Firefighter Recruit	Fire fighter	Fire Engineer	Fire Captain
1	\$ 5,164	\$ 5,452	\$ 6,211	\$ 7,297
	\$ 61,968	\$ 65,424	\$ 74,532	\$ 87,564
	\$ 21.22	\$ 22.41	\$ 25.52	\$ 29.99
2		\$ 5,738	\$ 6,559	\$ 7,708
		\$ 68,856	\$ 78,708	\$ 92,496
		\$ 23.58	\$ 26.95	\$ 31.68
3		\$ 6,074	\$ 6,904	\$ 8,128
		\$ 72,888	\$ 82,848	\$ 97,536
		\$ 24.96	\$ 28.37	\$ 33.40
4		\$ 6,408	\$ 7,286	\$ 8,577
		\$ 76,896	\$ 87,432	\$ 102,924
		\$ 26.33	\$ 29.94	\$ 35.25
5		\$ 6,761	\$ 7,699	\$ 9,054
		\$ 81,132	\$ 92,388	\$ 108,648
		\$ 27.78	\$ 31.64	\$ 37.21
6		\$ 7,110	\$ 8,106	\$ 9,541
		\$ 85,320	\$ 97,272	\$ 114,492
		\$ 29.22	\$ 33.31	\$ 39.21

II. **SALARY SCHEDULE - July 1, 2007 THROUGH June 30, 2008**

A. **Salary Adjustments**

The classifications in this unit shall receive a four percent (4.0%) base salary increase for the period of July 1, 2007 through June 30, 2008. The monthly and annual salary and 56 hourly rate schedule shall be as follows:

Step	Firefighter Recruit	Fire fighter	Fire Engineer	Fire Captain
1	\$ 5,371	\$ 5,670	\$ 6,459	\$ 7,589
	\$ 64,452	\$ 68,040	\$ 77,508	\$ 91,068
	\$ 22.07	\$ 23.30	\$ 26.54	\$ 31.19
2		\$ 5,968	\$ 6,821	\$ 8,016
		\$ 71,616	\$ 81,852	\$ 96,192
		\$ 24.53	\$ 28.03	\$ 32.94
3		\$ 6,317	\$ 7,180	\$ 8,453
		\$ 75,804	\$ 86,160	\$ 101,436
		\$ 25.96	\$ 29.51	\$ 34.74
4		\$ 6,664	\$ 7,577	\$ 8,920
		\$ 79,968	\$ 90,924	\$ 107,040
		\$ 27.39	\$ 31.14	\$ 36.66
5		\$ 7,031	\$ 8,007	\$ 9,416
		\$ 84,372	\$ 96,084	\$ 112,992
		\$ 28.89	\$ 32.91	\$ 38.70
6		\$ 7,394	\$ 8,430	\$ 9,923
		\$ 88,728	\$ 101,160	\$ 119,076
		\$ 30.39	\$ 34.64	\$ 40.78

III. SALARY SCHEDULE - July 1, 2008 THROUGH June 30, 2009

A. Salary Adjustments

The classifications in this unit shall receive a four percent (4.0%) base salary increase for the period of July 1, 2008 through June 30, 2009. The monthly and annual salary and 56 hourly rate schedule shall be as follows:

Step	Firefighter Recruit	Fire fighter	Fire Engineer	Fire Captain
1	\$ 5,586	\$ 5,897	\$ 6,717	\$ 7,893
	\$ 67,032	\$ 70,764	\$ 80,604	\$ 94,716
	\$ 22.96	\$ 24.23	\$ 27.60	\$ 32.44
2		\$ 6,207	\$ 7,094	\$ 8,337
		\$ 74,484	\$ 85,128	\$ 100,044
		\$ 25.51	\$ 29.15	\$ 34.26
3		\$ 6,570	\$ 7,467	\$ 8,791
		\$ 78,840	\$ 89,604	\$ 105,492
		\$ 27.00	\$ 30.69	\$ 36.13
4		\$ 6,931	\$ 7,880	\$ 9,277
		\$ 83,172	\$ 94,560	\$ 111,324
		\$ 28.48	\$ 32.38	\$ 38.12
5		\$ 7,312	\$ 8,327	\$ 9,793
		\$ 87,744	\$ 99,924	\$ 117,516
		\$ 30.05	\$ 34.22	\$ 40.25
6		\$ 7,690	\$ 8,767	\$ 10,320
		\$ 92,280	\$ 105,204	\$ 123,840
		\$ 31.60	\$ 36.03	\$ 42.41

IV. SALARY SCHEDULE – July 1, 2009 THROUGH June 30, 2010

A. Deferral of Scheduled Salary Adjustment

In recognition of the severe budgetary crisis facing the City, the GFFA agrees to waive and forego the scheduled salary adjustment originally scheduled to take effect July 1, 2009, to July 1, 2011, as agreed to in Amendment I of this Memorandum of Understanding.

V. SALARY SCHEDULE – JULY 1, 2010 THROUGH June 30, 2011

In recognition of the severe budgetary crisis facing the City, the GFFA agrees to waive and forego any salary adjustments until July 1, 2011 as agreed to in Amendment I of this Memorandum of Understanding.

VI. SALARY SCHEDULE – JULY 1, 2011 THROUGH June 30, 2012

In recognition of the severe budgetary crisis facing the City, the GFFA agrees to further waive and forego any salary adjustments until July 1, 2013 as agreed to in Amendment II of this Memorandum of Understanding.

VII. SALARY SCHEDULE – JULY 1, 2012 THROUGH June 30, 2013

In recognition of the severe budgetary crisis facing the City, the GFFA agrees to further waive and forego any salary adjustments until July 1, 2013 as agreed to in Amendment II of this Memorandum of Understanding.

VIII. SALARY SCHEDULE – JULY 1, 2013 THROUGH June 30, 2014

A. Salary Adjustments

The classifications in this unit shall receive a four and a half percent (4.5%) base salary increase for the period of July 1, 2013 through June 30, 2014. The monthly and annual salary and 56 hourly rate schedule shall be as follows:

Step	Firefighter Recruit	Fire fighter	Fire Engineer	Fire Captain
1	\$ 5,837	\$ 6,162	\$ 7,019	\$ 8,248
	\$ 70,044	\$ 73,944	\$ 84,228	\$ 98,976
	\$ 23.99	\$ 25.33	\$ 28.85	\$ 33.90
2		\$ 6,486	\$ 7,413	\$ 8,712
		\$ 77,832	\$ 88,956	\$ 104,544
		\$ 26.66	\$ 30.47	\$ 35.81
3		\$ 6,866	\$ 7,803	\$ 9,187
		\$ 82,392	\$ 93,636	\$ 110,244
		\$ 28.22	\$ 32.08	\$ 37.76
4		\$ 7,243	\$ 8,235	\$ 9,694
		\$ 86,916	\$ 98,820	\$ 116,328
		\$ 29.77	\$ 33.85	\$ 39.85
5		\$ 7,641	\$ 8,702	\$ 10,234
		\$ 91,692	\$ 104,424	\$ 122,808
		\$ 31.41	\$ 35.77	\$ 42.07
6		\$ 8,036	\$ 9,162	\$ 10,784
		\$ 96,432	\$ 109,944	\$ 129,408
		\$ 33.03	\$ 37.66	\$ 44.33

IX. REOPENER CLAUSE

The City and Association agree to reopen this Memorandum of Understanding should any of the City’s other recognized bargaining units (GCEA, GPOA and GMA – General) receive a new across-the-board salary adjustment during the remainder of the term of this Memorandum of Understanding. This requirement to reopen does not apply to any existing across-the-board salary adjustments, as previously negotiated with the other recognized bargaining units.

X. **DEFERRED COMPENSATION**

A. **457 Deferred Compensation Program**

The City administers a 457 deferred compensation program for all unit employees, which enables the employee to set aside salaried funds up to the maximum dollar figure allowed under federal law.

B. **Salary Comparisons**

It is understood and agreed that any deferred compensation shall be included in all salary and compensation comparisons.

XI. **FIREFIGHTER RECRUIT**

A. **Employment Classification**

All new Firefighters shall be employed into the classification of Firefighter Recruit.

B. **Salary and Length of Classification**

1. The salary of the Firefighter Recruit classification shall be Step 1 of the Firefighter Recruit as set forth in this article.
2. Unit employees employed as Firefighter Recruit shall remain in that classification for the duration of the Firefighter Academy and shall not perform as a Firefighter.
3. Upon graduation from the department's Firefighter Academy and with approval of fire management, the Firefighter Recruit will be promoted to probationary Firefighter, Salary Step 1.

C. **Non-Sworn Status**

A Firefighter Recruit is a non-sworn classification and does not receive safety retirement benefits. When unit employees in the classification of Firefighter Recruit are promoted to probationary Firefighter classification, they shall then become sworn safety employees and shall be eligible for the safety retirement benefits.

D. **Uniform/Clothing Requirements**

Firefighter Recruits shall be permitted to wear approved uniforms and safety clothing for academy training only. At all other times the recruits shall wear their personal clothing.

XII. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

XIII. STEP ADVANCEMENT IN RATE OF COMPENSATION

A. Salary Steps

1. **Step 1 - Firefighter Recruit** - shall be entry level step for new unit employees in the classification of Firefighter Recruit and shall be advanced to Step 1 - Firefighter as set forth in this article.
2. **Step 1 - Firefighter** - A unit employee in the classification of Firefighter Recruit shall advance to Step 1 of Firefighter classification as set forth in this article.
3. **Step 2** - A unit employee who receives an evaluation that meets standards or above shall receive this step after the completion of six (6) months of service in Step 1 in the same classification.
4. **Step 3** - A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 2 in the same classification.
5. **Step 4** - A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 3 in the same classification.
6. **Step 5** - A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 4 in the same classification.
7. **Step 6** - A unit employee who receives an evaluation that meets standards or above shall receive this step after completion of one (1) year of service in Step 5 in the same classification.
8. **Below Standards Evaluation** - A Unit employee who receives an evaluation that is below standards shall not be advanced to the next step until they receive an evaluation that meets standards performance or above. Unit employees so affected shall be re-evaluated within 6 months. Any employee denied a step increase shall be notified in writing of reasons for denial.

B. Employees' Hourly Rate of Pay

1. The base salary increases shall be adjusted into each unit employee's assigned salary and shall be the base for determining each employee's hourly rate of pay.

2. The base hourly rate for unit employees working in Administrative Assignment on a regular basis as defined by this Agreement, shall be based on the 40-hour rate of pay.
3. The base hourly rate for unit employees assigned to the twenty-seven day work period shall be based on 216 hours of work time and does not include the 12 hours half-time paid between 204 and 216 hours.

C. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type or form of compensation.

E. Extra Pay

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reallocation, or reclassification, job rehabilitation or medical transfer results in the lowering of the incumbent employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.
2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
3. The employee's salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.
4. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between affected employee and City to facilitate the rehabilitation process.

XIV. 40-HOUR WORK SCHEDULE - ADMINISTRATIVE ASSIGNMENT PAY

A. Assignment

Unit employees in the classification of Fire Captain, Fire Engineer, or Firefighter on administrative assignment working on a regular 40-hour week basis shall receive administrative pay which shall be a total of eleven percent (11%) above their base rate of pay at a 40-hour rate.

B. Compensation

These unit employees on a 40-hour work schedule administrative assignment on a regular basis shall remain in the 27-day work period and shall be compensated as follows:

1. Compensated at a 40-hour base rate of pay;
2. Receive 40-hour administrative assignment pay as set forth in Section A above;
3. Eligibility to work overtime at the 56-hour hourly rate in Fire Operations Section;
4. Shall not receive "holiday-in-lieu-of" pay.
5. Overtime worked other than in the Fire Operations Section shall be paid at time-and-one-half (1½) at the 40-hour rate;
6. All paid leave earned and used shall be calculated in hours worked, i.e. sick, vacation, etc;
7. Comp time and sick leave shall be accumulated at the 40-hour rate while on the 40-hour administrative assignment.
8. Only eligible to accumulate additional compensatory time off that has been earned at the 40-hour rate.

XV. FIRE ARSON INVESTIGATION PAY

A. Fire Arson Investigator Assignment

1. Unit employees in the classification of Fire Engineer performing Fire Arson Investigation duties as designated by Fire management shall receive extra compensation in the amount of one thousand three hundred eighty dollars (\$1,380.00) per month above their base salary.
2. Fire Arson Investigator duties and responsibilities shall be determined, and modified as needed by Fire Management.

3. It is understood that the unit employee(s) performing Fire Arson duty shall not be required to be on mandatory standby assignment more than 50% of their off-duty time.

B. Firearm Proficiency Pay

Unit Employees performing Fire Arson Investigation duties shall receive firearm proficiency pay based upon their scale of proficiency as demonstrated upon the approved firearms target type course. The rate of compensation per month for firearm proficiency pay is set forth in the MOU between the City and GPOA.

C. Full and Complete Compensation

This extra compensation is granted in recognition as the full and complete compensation for performing the assigned duties and responsibilities of the Fire Arson Investigator assignments. It is understood this extra compensation is granted in lieu of any standby compensation.

D. Limitations

1. Fire Arson Investigation Pay shall be paid only during those periods or portions thereof when unit employees are actually performing Fire Arson Investigator Duty.
2. Fire Arson Investigators shall receive their Fire Arson Investigation Pay at all times except when unable to perform as a Fire Arson Investigator due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Fire Arson Investigation Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.

XVI. PLATOON FIRE ARSON INVESTIGATION PAY

A. Platoon Fire Arson Investigation Assignment

1. Unit employees performing Platoon Fire Arson Investigation duties as designated by Fire management shall receive extra compensation in the amount of two hundred seventy-five dollars (\$275.00) per month above their base salary.
2. Platoon Fire Arson Investigation duties and responsibilities shall be determined, and modified as needed by Fire Management. The number of unit employees assigned by Fire Management shall not exceed six assignments at any one time.

3. Platoon Fire Arson Investigators shall receive their Platoon Fire Arson Investigation Pay at all times except when unable to perform as a Platoon Fire Arson Investigator due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Platoon Fire Arson Investigation Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.

XVII. HAZARDOUS MATERIALS TECHNICIAN PAY

A. Purpose

The purpose of the Hazardous Materials Technician pay is to compensate qualified unit employees who are specially trained to perform the specialized services required as a Hazardous Materials Technician.

B. Compensation

1. Effective July 1, 2006, unit employees in the classifications of Fire Captain, Fire Engineer and Firefighter, who are certified as Hazardous Materials Technicians shall receive extra compensation for the assignment in the amount of two hundred seventy-five dollars (\$275.00) per month above their base pay at the 56-hour rate.
2. Effective July 1, 2006, unit employees who had previously received a four percent (4.0%) assignment pay for the Hazardous Materials Technician assignment, under the provisions of the previous Memorandum of Understanding, shall receive this assignment pay as follows:
 - a. Firefighter: Two-hundred seventy-five dollars (\$275.00) per month above their base pay at the 56-hour rate.
 - b. Fire Engineer: Three hundred fifteen dollars (\$315.00) per month above their base pay at the 56-hour rate.
 - c. Fire Captain: Three hundred seventy dollars (\$370.00) per month above their base pay at the 56-hour rate.

The above flat rate assignment pay, as set forth in Section XII, B-2, shall be paid to the affected unit employees until the end of their Hazardous Materials Technician assignment, or their separation from employment.

C. Hazardous Materials Technician Minimum Qualifications

Unit employees, to be qualified as a Hazardous Materials Technician, must meet the following minimum qualifications:

1. **Classification**

Must be a unit employee who has completed the probationary period as a Firefighter.

2. **Certification**

Must maintain a minimum certification as a Hazardous Materials Technician including completion of a recognized training program in accordance with State of California Title 8 Standards and attend ongoing continuing education as designated by the Glendale Fire Department program administrator.

3. **Qualification**

Must be actively involved with the Glendale Fire Department’s Hazardous Materials program through attendance at continuing education, and maintaining proficiency as a Hazardous Materials Technician per Department standards as established. All persons qualified for this assignment pay will be approved for eligibility by Fire Management.

4. **Limitations**

Hazardous Materials Technicians shall receive their Hazardous Materials Technician Pay at all times except when unable to perform as a Hazardous Materials Technician due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Hazardous Materials Technician Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.

XVIII. PARAMEDIC MINIMUM QUALIFICATIONS

Unit employees to be a qualified Paramedic must meet the following minimum qualifications:

A. **Classification**

Be a unit employee who has completed probationary status of Firefighter.

B. **Paramedic Training School**

Be a graduate from Paramedic Training School.

C. **Paramedic Certification**

Obtain and maintain a Los Angeles County Paramedic Certification.

XIX. FIREFIGHTER / PARAMEDIC PAY

A. Purpose

1. The purpose of the Firefighter / Paramedic Pay is to compensate qualified unit employees who are designated by Fire Management to perform specialized Paramedic services for the public.
2. Effective January 1, 2012, the Glendale Fire Department is scheduled to transition to a Paramedic Engine Program. Upon full implementation (anticipated to be on June 30, 2013), the Paramedic Engine Program will consist of nine (9) Paramedic Engines staffed with a minimum of two (2) Firefighter / Paramedics per engine.

B. Compensation

1. Qualified unit employees designated by Fire Management to receive the Firefighter / Paramedic Pay, shall receive extra compensation above their base salary in the amounts and time periods as follows:
 - a. Initial date of assignment by Fire Management through 12th month of assignment: 8% per month.
 - b. 13th month in the performance of paramedic duties and thereafter: Increase to 16% per month.
2. Effective January 1, 2012, qualified unit employees designated by Fire Management to receive the Firefighter / Paramedic Pay, shall receive extra compensation above their base salary in the amounts and time periods as follows:
 - a. Initial date of assignment by Fire Management through 12th month of assignment: 8% per month.
 - b. 13th month in the performance of paramedic duties and thereafter: Increase to 15% per month.
3. Effective January 1, 2012, Firefighters receiving the 16% per month Firefighter / Paramedic Pay shall maintain the 16% per month Firefighter / Paramedic Pay until the 4.5% base salary increase scheduled for July 1, 2013 at which time, said employees shall receive 15% per month Firefighter / Paramedic Pay.
4. All percentages (%) of Paramedic pays are based on top step of the Firefighter classification.

C. Limitations

1. Firefighter / Paramedic Pay shall be paid only during those periods or portions thereof when eligible unit employees are designated by Fire Management to receive the Firefighter / Paramedic Pay as set forth in this agreement.
 - a. Any Firefighter who remains qualified and previously received Firefighter / Paramedic Pay, shall receive the same level of Firefighter / Paramedic Pay he/she was receiving in their last regular Firefighter / Paramedic Pay (for example, if they were making 16% when they terminated their previous Paramedic duty they again shall receive 16% Firefighter / Paramedic Pay upon their reassignment to regular Paramedic duties).
2. Trades between a Firefighter receiving Paramedic Pay and any other unit employee shall not include any additional Paramedic Pay being paid.
3. Firefighter / Paramedics shall receive their Firefighter / Paramedic Pay at all times except when unable to perform as a Firefighter/ Paramedic due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Firefighter / Paramedic Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.

XX. ENGINEER / PARAMEDIC PAY

A. Purpose

The purpose of the Engineer / Paramedic Pay is to compensate qualified unit employees who are designated by Fire Management to perform specialized Engineer / Paramedic services for the public.

B. Compensation

1. Qualified unit employees designated by Fire Management to receive the Paramedic Pay, shall receive compensation above their base salary in the amounts and time periods as follows:
 - a. Initial date of designation by Fire Management to Paramedic duties: 8% per month based on top step of the Firefighter classification.
 - b. Effective January 1, 2012 through June 30, 2013, Engineer / Paramedic Pay shall be 15% per month based on top step of the Firefighter classification.

- c. Effective July 1, 2013, Engineer / Paramedic Pay shall be 8% per month based on top step of the Firefighter classification.

C. Limitations

- 1. Effective January 1, 2012, the total number of promoted Paramedics (Engineers and Captains) shall be limited to twenty-eight (28) as follows:
 - a. Nine (9) promoted Paramedics per shift
 - b. One (1) 40-hour EMS Coordinator
 - c. Eligibility for receiving Paramedic Pay will be determined by the date of promotion. Should two or more Paramedics be promoted on the same day, the Fire Chief shall determine the order of promotion for purposes of allocating the Paramedic Pay.
 - d. Additional Engineer / Paramedics above the allotted 28 shall receive the following:
 - i. Emergency Medical Services (EMS) assignment pay of 1% based on top step of the Firefighter classification, as set forth in Section XXIV of this Article; and
 - ii. Paramedic continuing education compensation as set forth in Section XXII of Article Two.
- 2. Engineer / Paramedics must perform to highest level of medical training at all times.
- 3. Engineer / Paramedics are required to retain all licenses and keep certifications current.
- 4. Engineer / Paramedics are required to keep all continuing education up-to-date.
- 5. Engineer / Paramedics shall receive their Engineer / Paramedic Pay at all times except when unable to perform as an Engineer / Paramedic due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Engineer / Paramedic Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.

6. Should an Engineer / Paramedic receive a below standards evaluation, the Fire Chief may implement an Improvement Plan. Should the employee not meet standards on the Improvement Plan, the Fire Chief may suspend the Engineer / Paramedic Pay until the employee's performance meets standards.

XXI. CAPTAIN / PARAMEDIC PAY

A. Purpose

The purpose of the Captain / Paramedic pay is to compensate qualified unit employees who are designated by Fire Management to perform specialized Fire Captain / Paramedic services for the public.

B. Compensation

1. Qualified unit employees designated by Fire Management to receive the Captain / Paramedic pay, shall receive compensation above their base salary in the amounts and time periods as follows:
 - a. Initial date of designation by Fire Management to Paramedic duty: 8% per month based on top-step of the Firefighter classification.
 - b. Effective January 1, 2012 through June 30, 2013, Captain / Paramedic Pay shall be 15% per month based on top step of the Firefighter classification.
 - c. Effective July 1, 2013, Captain / Paramedic Pay shall be 8% per month based on top step of the Firefighter classification.

C. Limitations

1. Effective January 1, 2012, the total number of promoted Paramedics (Engineers and Captains) shall be limited to twenty-eight (28) as follows:
 - a. Nine (9) promoted Paramedics per shift
 - b. One (1) 40-hour EMS Coordinator
 - c. Eligibility for receiving Paramedic Pay will be determined by the date of promotion. Should two or more Paramedics be promoted on the same day, the Fire Chief shall determine the order of promotion for purposes of allocating the Paramedic Pay.
 - d. Additional Captain / Paramedics above the allotted 28 shall

receive the following:

- i. Emergency Medical Services (EMS) assignment pay of 1% based on top step of the Firefighter classification, as set forth in Section XXIV of this Article; and
 - ii. Paramedic continuing education compensation as set forth in Section XXII of Article Two.
2. Captain / Paramedics must perform to highest level of medical training at all times.
3. Captain / Paramedics are required to retain all licenses and keep certifications current.
4. Captain / Paramedics are required to keep all continuing education up-to-date.
5. Captain / Paramedics shall receive their Captain / Paramedic Pay at all times except when unable to perform as a Captain / Paramedic due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Captain / Paramedic Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.
6. Should a Captain / Paramedic receive a below standards evaluation, the Fire Chief may implement an Improvement Plan. Should the employee not meet standards on the Improvement Plan, the Fire Chief may suspend the Captain / Paramedic Pay until the employee's performance meets standards.

XXII. PARAMEDIC CONTINUING EDUCATION

A. Compensation

Unit employees in possession of a Paramedic license shall be compensated for the required twenty-four (24) hours of off-duty continuing education each calendar year by means of receiving two (2) hours of overtime compensation per month at time and one-half (1-1/2) of top step (Step Six) of the Firefighter classification.

B. Limitations

1. Paramedic continuing education classes, as set forth in A. above, shall only be those authorized by the Los Angeles County Department of Health Services. Unit employees shall

attend these classes on their own time (not work time), providing their own transportation and covering all related costs. Specific Paramedic-related classes presented on-duty, as authorized by the Glendale Fire Department's EMS battalion chief, shall not count toward the required twenty-four (24) hours of paramedic continuing education.

2. Unit employees in the Paramedic assignment are responsible for obtaining the required continuing education. Any unit employee in the Paramedic assignment who fails to maintain their license or attend sufficient continuing education during the calendar year will be subject to disciplinary action and/or removal from Paramedic assignment.

XXIII. VOLUNTARY WITHDRAWAL FROM A PARAMEDIC ASSIGNMENT

Voluntary withdrawal from a Paramedic Assignment is not guaranteed. Paramedics wishing to voluntarily withdraw from their Paramedic Assignment must provide a written request with a minimum of thirty (30) calendar days notice. Paramedics wishing to voluntarily withdraw from their Paramedic Assignment will not be guaranteed to return to a Paramedic Assignment should they later wish to be reinstated. Paramedic Assignments are designated and a decision to leave or be reinstated to a Paramedic Assignment may require transferring to another station and / or shift.

XXIV. FIREFIGHTER / PARAMEDIC TRAINING COST REIMBURSEMENT CONTRACT

All unit employees of the Glendale Fire Department who are trained while employed by the City of Glendale Fire Department as a Firefighter / Paramedic are required to sign and agree to a contract which requires in part that all expenses related to training as a Firefighter / Paramedic, as defined in the contract, shall be reimbursed to the City in an amount as defined in the contract, if the employee resigns employment with the Fire Department within the first three (3) years of employment with the City as a Firefighter / Paramedic.

XXV. EMERGENCY MEDICAL SERVICES (EMS) ASSIGNMENT PAY

Effective July 1, 2012, all unit employees not receiving Paramedic Assignment Pay as outlined above shall receive Emergency Medical Services (EMS) pay of 1% based on top step of the Firefighter classification.

XXVI. FIREFIGHTER / STAFF ASSISTANT PAY

A. Purpose

The purpose of the Firefighter / Staff Assistant Pay is to compensate qualified unit employees who are designated by Fire Management to

perform specialized Firefighter / Staff Assistant services for the public.

B. Compensation

Qualified unit employees designated by Fire Management to the position of Firefighter / Staff Assistant, shall receive extra compensation above their base salary as follows:

1. Five percent (5%) per month based on top-step of the Firefighter classification.
2. Any additional compensation adjustments to Firefighter / Staff Assistant pay will be based on five percent (5%) of the top step of the Firefighter classification converted to a flat rate.
3. Any unit employee designated by Fire Management as a “back-up” Staff Assistant for six (6) or more hours on a given shift, shall receive the Staff Assistant Pay.

C. Limitations

1. Firefighter / Staff Assistants shall receive their Firefighter / Staff Assistant Pay at all times except when unable to perform as a Firefighter / Staff Assistant due to a non-job-related illness or injury, for a period of thirty (30) calendar days. Firefighter / Staff Assistant Pay shall be suspended for all scheduled work days not worked in excess of thirty (30) calendar days and until the day they return to this full duty assignment.
2. The Firefighter / Staff Assistant Pay hourly rate would apply when working overtime as a “Firefighter / Staff Assistant”, not as a “Firefighter”.
3. It is understood that Fire Management has the right to select the person(s) to hold these positions and that Fire Management has the right to change or modify this assignment at any time.

XXVII. FOREIGN LANGUAGE OR SIGN LANGUAGE INTERPRETER PROFICIENCY PROGRAM

A. Purpose

1. The purpose of the Foreign Language Proficiency Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the Glendale community and for hearing impaired individuals who make use of sign language.
2. This service is provided through certain selected unit employees as approved by the Human Resources Department and so designated

by Fire Management, who have been certified as proficient in a designated foreign language or approved sign language for the hearing impaired.

B. Compensation – Expert Level Interpreter

1. Effective July 1, 2006, unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program at an “Expert Level” shall receive extra compensation above their base salary in the amount of one hundred forty dollars (\$140.00) per month above their base salary.
2. The “Expert Level” designation is reserved for unit employees assigned to the Interpreter program who possess the ability to converse, read and write in the applicable foreign language.
3. Sign language interpreters may be assigned Interpreter Pay at the “Expert Level.”

C. Compensation – Conversational Level Interpreter

1. Effective July 1, 2007, unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program at a “Conversational Level” shall receive extra compensation above their base salary in the amount of seventy dollars (\$70.00) per month above their base salary.
2. The “Conversational Level” designation is reserved for unit employees assigned to the Interpreter program who possess a basic ability to converse, but not necessarily read and write in the applicable foreign language.

D. Pay Effective Next Pay Period

This extra pay compensation shall become effective the first pay period following receipt of approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by Fire Management.

E. Limitations

1. Unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program must possess linguistic skills in both English and a foreign language, including sign language.
2. The specific assignment of the employee requires a demonstrated ability in both English and in a foreign language used by a large

segment of the residents of the City which the Fire Department serves or by hearing impaired individuals in need of City services.

3. The specific assignments must require the use of both languages by the employee on a continuing, frequent, and recurring basis in order to meet the public safety duties and responsibilities of the Fire Department.
4. The employee's annual performance and record of efficiency evaluation has and continues to be rated at meets standards or above.
5. The Fire Chief shall be responsible for determining appointments to the Foreign Language or Sign Language Interpreter Proficiency assignments based on the qualifications, certification, and eligibility requirements set forth for this program.
6. This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to the Foreign Language or Sign Language Interpreter Proficiency Program and are performing the assignment in their daily scheduled duties.
7. However, should a unit employee assigned to Foreign Language or Sign Language Interpreter Proficiency Program duty be unable to perform that function due to a non-job related illness or injury for a period of thirty (30) calendar days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first thirty (30) calendar days and until the day he/she returns to this full duty assignment.

XXVIII. EDUCATIONAL / CAREER DEVELOPMENT INCENTIVE PAY

A. Purpose

The purpose of the Educational / Career Development Incentive Pay program is to motivate unit employees to achieve higher educational and professional certification, and enhance career development.

B. Compensation

1. Associate Degree, Sixty Units or Certified Fire Officer

- a. Unit employees in possession of an Associate of Arts (AA) or Associate of Science (AS) degree from an accredited college, or who have completed sixty (60) units of college accredited courses, or who are certified as a Fire Officer by the California Fire Marshal's Fire Service Training & Education Service, administered by the State of California

Fire Marshal's Office, shall receive extra compensation in the amount of two hundred dollars (\$200) per month above their monthly base salary.

2. Bachelor's Degree

- a. Unit employees in possession of a Bachelor of Arts (BA) or Bachelor of Science (BS) degree from an accredited college or university shall receive extra compensation in the amount of two hundred fifty dollars (\$250) per month above their monthly base salary.

3. Master's Degree

- a. Unit employees in possession of a Master of Arts, Master of Science or higher level degree from an accredited college or university shall receive extra compensation in the amount of three hundred dollars (\$300) above their monthly base salary.

C. Limitations

- 1. This extra compensation shall be awarded only for the highest achieved degree or certificate as specified in the above section. The above amounts shall not be cumulative.
- 2. Any courses taken by unit employees in pursuit of a college degree or certification as a Fire Officer will be paid for by the unit employee, other than those college or university courses eligible under the Educational Reimbursement program, as defined in Article Four, and must be taken on the employee's own time, during non-work hours.

XXIX. TEMPORARY ASSIGNMENTS

All assignments are temporary assignments, not a separate job classification; they do not have Civil Service status and are not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Fire management at any time.

XXX. HOLIDAY-IN-LIEU PAY

A. Compensation

Unit employees working a fifty-six (56)-hour work schedule shall be allowed one twelve (12) hour day per calendar month above their base pay, paid on a straight base fifty-six (56)-hour rate, in lieu of holiday time off. For this provision, a day shall be deemed to be a period of twelve (12) hours.

B. Considered Extra Pay

Holiday-in-lieu pay is considered as extra pay compensation.

C. City's Holiday Policies and Practices – 40-Hour Work Schedules

Unit employees assigned to a forty (40)-hour work schedule shall be covered under the existing City holiday policies and limitations as set forth in this agreement and are not eligible for holiday-in-lieu-of pay as set forth in Article Two.

XXXI. UNIFORM ALLOWANCE AND SAFETY ITEMS

A. Purpose

The purpose of uniform allowance is to provide funds for the purchase, replacement, and cleaning of uniforms.

B. Uniform Purchase Cleaning and Replacement Allowance Payment

1. Unit employees on the 56-hour assignment shall receive a uniform purchase cleaning and replacement allowance of eight hundred dollars (\$800.00) per year.
2. Unit employees on the 40-hour assignment shall receive a uniform purchase cleaning and replacement allowance of one thousand dollars (\$1,000.00) per year.
3. Unit employees, except employees on IOD status, who have been on unpaid leave of absence for any reason from active service for any time in excess of thirty (30) calendar days shall have the monthly pro-rated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

C. Payment-56 Hr. Assignment

Uniform allowance payment for unit employees on the 56-hour assignment shall be \$33.33 per pay period or \$800 annually.

D. Payment 40 Hr. Assignment

Uniform allowance payment for unit employees on the 40-hour Administrative Assignment shall be \$41.66 per pay period or \$1,000 annually.

E. Allowance Items

The uniform items for which the uniform allowance is intended to reimburse the employee include the following items:

1. Dress uniform, including hat, shoes, socks, belt, tie, and belt buckle.
2. Work shirt including shoulder patches and name patches.
3. Work jacket with liner, including patches.
4. Work T-shirts and exercise clothing.
5. Authorized uniform accessories.
6. Maintenance of said items.

F. Safety Items Provided by City

The City will provide and maintain safety items as required by CAL/OSHA through procedures established by the City. Included, but not limited to, are the following items:

1. Turnout boots, trousers and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket, brush pants and brush helmet.
5. Safety boots
6. Work trousers
7. Long-sleeve T-shirts for brush
8. Safety glasses
9. Flashlights
10. Fire Hoods
11. Individualized rescue equipment
12. Breathing apparatus and face piece
13. HEPA mask

G. Clothing Repair and Replacement

1. The City shall reimburse the cost in excess of ten dollars (\$10.00) per occurrence for repairing only the uniforms, glasses, or clothing of any unit employee damaged in the course of their required duties or for replacing the same upon certification by Fire Management that it cannot be reasonably repaired.
2. Total cost of reimbursement not to exceed \$100.00 per item except glasses which shall not exceed \$200.00.
3. In considering the cost amount to be given unit employee for replacement, Fire Management shall determine the use and extent of wear or damage to the item or items.

H. Termination Prior to Completion of Probation

1. Any unit employee who voluntarily terminates prior to or fails probation prior to completion of their probation shall reimburse the City for all uniforms purchased by the uniform allowance; not to exceed the total amount of uniform allowance received.
2. Failure to reimburse the City uniform allowance previously issued shall require the City to withhold any unpaid portion from sums owed to employee by the City at time of termination.

XXXII. DAMAGED EQUIPMENT OR UNIFORMS

Any unit employee who willfully neglects or intentionally damages or loses any issued equipment or uniforms may be subject to disciplinary action.

XXXIII. RETIREMENT

A. PERS

The City provides unit employees retirement coverage through the Public Employees' Retirement System (PERS).

B. Employer Contribution Rate

The employer PERS contribution rate is established and adjusted annually for the employer by PERS Board of Administration. The City shall be solely responsible for payment of the employer contribution rate established by PERS, except as set forth in the respective employee cost-sharing provisions in Section C below.

C. PERS Cost Sharing

1. In the event that the employer Public Employees Retirement System (PERS) contribution rate set forth in Section XXVI,- B, established (by PERS) for the category of public safety employees (Police and Fire) of the City of Glendale exceeds 4% of salary, the City and unit employees agree that the City and the unit public safety employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 4% of salary .
2. The maximum amount a unit employee will pay is not to exceed 1.5% of "PERSable" salary annually through December 31, 2010.
3. Effective January 1, 2011, the maximum amount a unit employee will pay is not to exceed 2.0% of "PERSable" salary annually during the life of the benefit.
4. **Examples**

The following examples illustrate this agreement between the City and GFFA through December 31, 2010:

<u>EMPLOYER PERS CONTRIBUTION RATE</u>	<u>CITY PAYS</u>	<u>EMPLOYEES PAY</u>
1.0%	1.0%	0.0%
2.0%	2.0%	0.0%
3.0%	3.0%	0.0%
4.0%	4.0%	0.0%
 <u>PAY 50/50 IN EXCESS OF 4%</u>		
5.0%	4.5%	0.5%
6.0%	5.0%	1.0%
7.0%	5.5%	1.5%
8.0%	6.5%	1.5%
10.0%	8.5%	1.5%
20.0%	18.5%	1.5%
30.0%	28.5%	1.5%
40.0%	38.5%	1.5%

(Maximum amount of 1.5% to be paid by unit employees annually during the life of the benefit.)

The following examples illustrate this agreement between the City and GFFA effective January 1, 2011:

<u>EMPLOYER PERS CONTRIBUTION RATE</u>	<u>CITY PAYS</u>	<u>EMPLOYEES PAY</u>
1.0%	1.0%	0.0%
2.0%	2.0%	0.0%

3.0%	3.0%	0.0%
4.0%	4.0%	0.0%

**PAY 50/50 IN EXCESS
OF 4%**

5.0%	4.5%	0.5%
6.0%	5.0%	1.0%
7.0%	5.5%	1.5%
8.0%	6.0%	2.0%
10.0%	8.0%	2.0%
20.0%	18.0%	2.0%
30.0%	28.0%	2.0%
40.0%	38.0%	2.0%

(Maximum amount of 2.0% to be paid by unit employees annually during the life of the benefit.)

D. Employee Contribution to Employer Contribution Rate – Pre-Tax Effective July 1, 2011

The City has retained specialized legal counsel in order to render a written opinion as to whether or not said employee contributions to the employer-side contribution requirement can be considered on a “pre-tax” basis. The rendered legal opinion is, in the opinion of the Office of the City Attorney, supportive of City treatment of said contributions as “pre-tax”; therefore, the City has undertaken the steps, including adoption of appropriate City Council resolution(s), necessary to allow the Payroll Section to treat these distributions as “pre-tax”. However, it is expressly agreed to and understood by the parties that the City itself has no authority or jurisdiction by which to bind the IRS, the Franchise Tax Board, or any other agency to a determination that said contributions are indeed “pre-tax”. Thus, the parties agree and acknowledge that the City shall have no liability to any individual employee, should a taxing agency or other administrative body reject treatment of said contributions as being “pre-tax”.

E. Employer PERS Contribution Rate Definition

For the purpose of this section, “employer PERS contribution rate” means the percentage rate established annually by PERS as the employer cost for retirement benefits.

F. Salary and Extra Pay

For the purpose of this section, “salary” means those categories of salary and PERS reportable extra pay as set forth in Section XXXI. Subsection B.

G. Employee Contribution Rate

1. Employees contribute approximately 9% of their salary, including holiday-in-lieu pay, 40-hour pay, arson pay, paramedic pay, EMS pay, Staff Assistant pay, Hazardous Materials Technician pay,

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Foreign Language/Sign Interpreter pay, Education/Career Development Incentive pay, 27-day assignment pay and uniform allowance, the totality of which is also known as "PERSable" salary, exclusive of overtime and reimbursement compensation. The contribution rate for the employee is governed by State legislation.

2. Effective November 16, 1991, the Employees' PERS contribution previously paid by the employer shall be converted to base salary as set forth in this Article.
3. Effective November 16, 1991, the City shall "pick-up" 9% (9/9 of the 9%) of the required PERS contribution for unit employees.
4. It is understood that this total nine percent (9.0%) added to salaries by the City shall be included in all salary and compensation comparisons.
5. This "pick-up" shall be in accordance with Section 414 (h) 2 of the Internal Revenue Code and Section 20615 of the State of California Government Code, whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).
 - a. The amount of compensation reported to PERS for PERS "pick-up" shall be the specific dollar amount stated in this agreement for salary, holiday in-lieu pay, 40-hour pay, arson pay, paramedic pay, staff assistant pay, Hazardous Materials Technician pay, Foreign Language/Sign Interpreter pay, Education/Career Development Incentive pay, 27-day assignment pay, uniform allowance and extra pay.
 - b. It is agreed that the unit employees shall pay their required 9% PERS contribution of this PERS pick-up as set forth in 5a above.
6. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.

H. Additional Retirement Benefits

The City contracts for the following additional retirement benefits:

1. 1959 Survivors Benefit as adopted by the City, effective July 1, 1961.
2. Survivors Continuous Benefit as adopted by the City, effective September 1, 1969.

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3. "2% at 50" formula as adopted by the City, effective January 1, 1973.
4. One-time 5% increase for employees retired prior to January 1, 1971, adopted by the City, effective July 1, 1975.
5. One year highest compensation provision as adopted by the City, effective November 1, 1978.
6. Post-retirement survivor allowance to continue after marriage, effective August 13, 1985.
7. Military buy-back provisions effective November 8, 1991.
8. Survivor Benefit - Level Three - 1959 Survivor Benefit - Level Three (Govt. Code 21382.4) effective November 5, 1994.
9. Unused sick leave service credit (Govt.Code 20862.8) effective July 1, 1996. Reinstated effective July 1, 2011 (Govt. Code 20965).
10. Survivor Benefit - Level Four - 1959 Survivor Benefit - (Gov't. Code Section 21382.5) effective July 1, 1997.
11. Retirement Optional Settlement 2 Death Benefit (Gov't. Code Section 21548).
12. "3% @ 50" formula (single highest year) as adopted by the City effective June 30, 2001.
13. "3%@55" formula (single highest year) as adopted by the City effective January 1, 2011 for all new unit employees hired on or after January 1, 2011.
14. 3% at 55 formula (with highest three average years), as adopted by the City effective January 1, 2014 for all new unit employees hired on or after January 1, 2014.

I. Retirement Benefits - Firefighter Recruit

1. The City agrees to provide the same retirement benefits for non-sworn Firefighter Recruit employees as provided for other non-sworn (full-time) miscellaneous employees of the City of Glendale.
2. When Firefighter Recruit employees are officially placed into sworn status in the classification of Firefighter, they shall be eligible for the retirement benefits for sworn unit employees as outlined in this article.
3. If a Firefighter recruit is injured while in the Fire Academy and that

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injury is subsequently aggravated once he/she has successfully completed the Fire Academy and has been appointed to the sworn position of Firefighter, he/she will be granted all Workers' Compensation benefits that a sworn Safety employee is entitled to under the State of California Workers' Compensation laws.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. 27-Day Work Period - Work Schedules In Excess of 24 Hours

The work period for unit employees assigned to a daily work schedule of 24 hours shall be a fixed and regularly recurring work period of 27 consecutive 24-hour days (648 hours).

B. Time Worked

The maximum number of hours worked per each 27-day work period paid at the regular rate of pay shall be 204 hours.

C. Non-Work Time

The following activities shall not be considered time worked toward the 27-day work period for determining time worked in excess of 204 hours as set forth in this Agreement:

1. All travel to work and returning home
2. All time at off-duty training assignments and related travel where attendance is voluntary, where the training is not directly related to the job, and where productive work is not performed.
3. Off-duty time spent on court stand-by time.
4. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).
5. Any time not authorized as work time.

D. Time Trades (Shift Trading)

The trading of work time between unit employees shall be permitted under the following conditions:

1. Traded time worked shall not be counted as additional hours worked per each work period.
2. Trading time is done voluntarily by the participating unit employees.
3. Trades shall remain within classification.

4. Trading time may be for any shift of a unit employee's regular work schedule.
5. The time during which time is traded and paid back does not exceed 12 months.
6. Trading time must be approved by Fire management.
7. Additional procedures as set forth in the Fire Department Staffing Policy.

E. Early Relief

1. Unit employees may voluntarily relieve other unit employees working on the previous shift prior to the scheduled starting time with the approval of Fire Management.
2. This practice shall not create any extra time worked for unit employees.

II. WORK PERIODS - BEGINNING/ENDING

A. 27-Day Work Periods - Beginning/Ending

The beginning and ending dates and times for the purposes of establishing the 27-day work periods for each platoon shall be set forth by Fire management.

B. 7-Day Work Period – 40-Hour Work Week - Beginning/Ending

The seven (7) -day work period, 40-hour work week, shall begin on Monday at 12:00:00 a.m. and end on Sunday at 11:59:59 p.m.

C. Fixed and Regularly Recurring Work Period

THEREAFTER, the work periods shall be fixed and regularly recurring 27-day or 7-day work period as set forth in the aforementioned.

D. 7-Day Work Period – 40-Hour Work Week Schedule

1. The work period for unit employees assigned to work the 40-hour work week schedule shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

2. Hours Worked

The maximum number of hours worked per each 7-day work period shall be 40 hours at the regular rate of pay, inclusive of breaks and

exclusive of:

- a. Meal time
- b. Leaves of absence

III. MEAL TIME – 40-HOUR WORK WEEK SCHEDULE

A. Meal Time - Non-Work Time

All unit employees assigned to work the 40-hour work week schedule shall be entitled to one meal time for eight (8) or more consecutive hours worked.

B. Meal Time Schedule

All meal time taken is considered non-work time and to be without pay. The schedule for meal breaks shall be determined by management, taking into consideration the continuity of services provided to the public, and the convenience of the employee.

C. Meal Time Length

In no case will meal breaks be permitted to exceed one hour, nor can they be taken at the beginning or end of a work schedule.

IV. BREAKS - REST PERIODS - 40 HOUR WORK WEEK SCHEDULE

A. Two 15-Minute Breaks

Unit employees assigned to the 40-hour work week schedule may receive two break-rest periods for each eight-hour day actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked.

B. Benefit/Not Right

Break-rest periods are a benefit and not a right, and time must be earned as any other benefit and is computed at the rate of fifteen minutes per four hours worked, or major fraction thereof.

C. Rest Period Procedure

The procedures to be followed in providing rest periods, sometimes referred to as "coffee breaks" shall include the following:

1. Scheduled Not to Impair Service

Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. **Length of Rest Period**

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

3. **Non-Accumulative**

Rest periods are not accumulative and shall not be added to any lunch hours, vacation, or any other form of authorized absence from work.

4. **Employees**

During rest period, employees may remain and have non-alcoholic beverages at their desks or other department approved work areas other than a public counter.

V. **WORK SCHEDULES**

A. **24-Hour Work Shift Schedule – Starting Time / Ending Time**

Unit employees assigned to work the 24-hour work shift schedule shall begin at 0730 hours and terminate work at 0730 hours the following day.

B. **40-Hour Work Week Schedule – Starting Time / Ending Time**

Unit employees assigned to work the 40-hour work week schedule shall be assigned a daily starting and terminating work time approved by Fire management.

C. **Re-opener Clause – Change of Work Hours**

The City and GFFA agree to meet and confer to consider modification to the start and ending time of the work shift schedule for the Operations (56-hour) shift, should other Tri-City (Burbank and Pasadena) or Area C agencies modify their work schedules during the term of the MOU.

VI. **OTHER WORK TIME ASSIGNMENTS**

A. **Recall Work**

Recall work is work time performed by an off-duty unit employee assigned or ordered to duty. Recall work is of three kinds:

1. **Voluntary Recall Work**

"Voluntary Recall Work" is performed by a unit employee who volunteers for duty for the purpose of maintaining staffing levels.

Travel time to work and returning home shall not be counted as work time.

2. Mandatory Recall Work

"Mandatory Recall Work" is work performed by a unit employee who is ordered to duty for the purpose of maintaining staffing levels. Travel time to work and returning home shall not be counted as work time.

3. Emergency Recall Work

"Emergency Recall Work" is work performed by a unit employee who is ordered to duty when it is deemed necessary or advisable to properly cope with an emergency. Travel time to work shall be counted as work time. Travel time returning home shall not be counted as work time.

4. Recall Work - Minimum Guarantees

Off duty unit employees who are recalled to the work site to perform voluntary, mandatory or emergency recall work, necessary to maintain staffing levels shall be granted a minimum of six (6) hours of recall work for a partial shift; or four (4) hours of recall work for full-shift.

5. Recall Work - Fire Arson

Off duty unit employees in the Fire Arson Investigation assignment who are recalled to the work site to perform recall work, regular or emergency, shall be granted a minimum of two (2) hours of overtime (1 ½ at 40-hour rate) for recall work performance.

B. Special Detail Work

Special Detail work is work time performed by a unit employee during off-duty hours.

C. Court Time

1. Court time is work time required of a unit employee attending court in response to a subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case at a time other than the employee's assigned work shift schedule for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City.

2. Unit employees shall receive four (4) hours of minimum guaranteed work time and be paid at time and one-half (1-1/2) at their regular rate of pay for required court time counted on their off-duty time.

D. Court Stand-By Time-Off Duty

1. Court stand-by time is time spent in the stand-by status, while off duty, exclusive of the one-half hour meal break when court adjourns for lunch.
2. Unit employees placed on court stand-by time during their off duty time will be granted a minimum of four (4) hours court time. If the unit employee is placed on court stand-by time on the day they are scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a four (4) hour period between the time indicated on the subpoena and the time the person is required to report for duty.
3. Unit employees placed on court stand-by time during their off duty time are required to be accessible by telephone or other methods approved by management.

VII. OVERTIME POLICIES AND PROCEDURES

A. Assignment of Overtime Staffing Shortages

Assignment of overtime for staffing shortages or for any other unpredictable vacancy shall be from the standby list as directed by the Fire Department's Staffing Policy.

B. Mandatory Recall

In the event that the standby list does not provide sufficient personnel to maintain the necessary work force, Fire management shall order mandatory recall of members to fill the vacant positions.

1. Fire management shall maintain a record of persons so ordered to mandatory duty.
2. This record shall be used by Fire management to allocate mandatory recalls as equitably as possible.
3. Further procedures on mandatory recall are set forth in the Fire Department's Staffing Policy.

C. Emergency Recall

1. Emergency recall is on an "as needed" basis.

2. Further procedures on emergency recall are set forth in the Fire Department's policy on emergency recall procedures.

D. Limit On Number of Contiguous Shifts Worked

The number of contiguous shifts a firefighter may work is limited to five (5), (120 hours), unless during an emergency. Further details on this provision are set forth in the Glendale Fire Department's Staffing Policy.

E. Department Staffing Policies and Procedures

Written changes to the Glendale Fire Department's Staffing Policy will be made after said changes have been first met and discussed with the Association.

VIII. OVERTIME COMPENSATION RATE

A. 27-Day Work Period

1. Work Time - 204 or Less Hours – Straight Time

Unit employees whose work time is 204 or less hours in the 27-day work period shall be paid straight time at their regular rate of pay.

2. Work Time - More Than 204 Hours

Unit employees whose work time exceeds 204 hours in the 27-day work period shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours in excess of 204 hours in the work period.

3. Overtime Definition – Effective January 1, 2007

Effective January 1, 2007, all hours worked, outside of the unit employee's assigned work schedule, with the exception of trades, shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. All hours in paid status shall be considered "hours worked" for calculating the number of hours worked in the 27-day work period.

B. 7-Day Work Period – 40-Hour Work Week Schedule

Unit employees whose work time exceeds 40 hours in their work week and who remain in the 27-day work period shall be paid:

1. Time and one-half (1-1/2) time at the 40-hour rate for all time worked in excess of 40 hours when not assigned to the Fire Operation Section.

2. Time and one-half (1-1/2) time at the 56-hour rate for all time worked in the Fire Operation Section.

C. Overtime Rate

1. All overtime for Operations (56-hour) shift unit employees shall be paid at the 56-hour rate, regardless of the nature or purpose of assignment, except for employees assigned to the Film Safety Officer (FSO) detail.
2. All overtime for unit employees assigned to Administrative (40-hour) detail will be paid at the 40-hour rate for administrative detail overtime, except when hired to work for a 56-hour Operations duty, which will be paid at the 56-hour rate.

D. Recall Work - Voluntary

Compensation for recall work by unit employees shall be as follows:

E. Voluntary Recall Work - Time Worked in Excess of 204 Hours

If the unit employee has worked in excess of 204 hours in the 27-day work period, they shall be paid at time and one-half (1-1/2) for all hours worked in excess of 204 hours at the regular rate of pay.

F. Mandatory Recall Work

Unit employees shall be paid at time and one-half (1-1/2) at their regular rate of pay for all mandatory recall time worked.

G. Emergency Recall Work

Unit employees shall be paid overtime at time-and-one-half (1-1/2) at their regular rate of pay for all emergency recall time worked.

H. Special Detail Work

Compensation for special detail work by unit employees shall be specified at the time of assignment by the Fire Chief, or the designee, at payment of one and one-half (1-1/2) times the employee's current regular rate of pay.

I. Film Safety Officer Special Detail

Compensation for unit employees, regardless of rank, qualified as Certified Film Safety Officers shall be eighty dollars (\$80) per hour when assigned to a filming detail. This eighty-dollar (\$80) per hour flat rate is not subject to overtime premium pay.

IX. TIME WORKED INCREMENTS

A. Increments Less Than One Hour

All authorized time worked which is beyond the unit employee work schedule which is less than one hour increments in a work shift shall be compensated for in the following manner:

<u>Time</u>	<u>Time Worked</u>	<u>Time in Decimals</u>
0 - 10 minutes	-0-	0.00
11 - 20 minutes	1/4 hour	0.25
21 - 30 minutes	1/2 hour	0.50
31 - 50 minutes	3/4 hour	0.75
51 - 60 minutes	1 hour	1.00

B. Increments Over One Hour

Any work time increments which are over one (1) hour shall be compensated in the same procedure in A above.

X. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of receiving time and one-half (1-1/2) overtime hours in salary, to deposit said overtime into their compensatory time bank as set forth in this agreement.

B. Conversion

Effective January 1, 2007, all overtime worked in a 27-day work period designated for compensatory time shall be converted and banked at the rate of one and one-half (1-1/2) times earned. Example: (One (1) hour overtime = 1-1/2 hours comp time).

C. Limitations

1. Unit employees may accumulate up to a total of 72 compensatory hours.
2. Unit employees assigned to Operations (56-hour shift) duty may use up to 144 hours of comp time in a calendar year unless otherwise authorized by Fire Management. Said comp time may not exceed 72 hours at any given time.

3. Unit employees assigned to Administrative (40-hour) assignment may use up to 80 hours of comp time during the duration of the Administrative (40-hour) assignment, unless otherwise authorized by Fire Management.

D. Pay Out - Compensatory Time

1. **Compensatory Time at Termination**

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current regular hourly rate of pay.

2. **Compensatory Time - Change in Classification**

Any unit employee who changes classification and who has accumulated hours of compensatory time shall have all of their accumulated compensatory hours paid-off at the employee's current regular hourly rate of pay.

3. **Compensatory Time In Excess of 72 Hours – Transfer to RHSP**

Unit employees must transfer unused accumulated compensatory time over 72 hours at the employee's current regular rate of pay to the employee's RHSP account subject to procedures that comply with IRS regulations. The transfer will be made in the pay period following the accrual exceeding the maximum hours.

XI. WORKING OUT OF CLASSIFICATION

Unit employees working out of classification approved by Fire Management shall be paid at their current regular rate of pay for all hours worked in the other classification.

XII. LIMITATION ON ASSIGNMENTS

Assignments to extra pay positions are temporary, not a separate classification, and do not have Civil Service status and are not subject to Civil Service selection procedures, appeals or seniority. Assignments are not a property right.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, change, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and Funding

In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier including Medicare, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

C. Changes

The City shall meet with the Association prior to any change of insurance carrier or method of funding coverage for any fringe benefits listed in this article.

D. Limitations

1. The City shall not pay any costs for any fringe benefits provided in this agreement for any employee who is on leave of absence without pay for more than 50% of the workdays of a calendar month, unless the affected employee is qualified under the Family Medical Care Leave Policy. The employee shall be notified and billed for the monthly insurance premium by the City.
2. The City shall pay all of its portion of the medical insurance premium from the first day of the last month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.
3. The employee shall be notified and billed for the monthly insurance premium by the City.
4. For an employee qualified under the City's Family and Medical Leave Policy, the City shall continue to pay the City's portion of the medical insurance premiums as set forth in this article of this agreement, not to exceed that required by law.

E. Employee Changes in Benefit Coverage

Where optional choice of fringe benefit plans and/or insurance carriers is available to employees, changes in benefit plans and/or insurance carriers may only be made during the open enrollment period established by the City.

II. MEDICAL INSURANCE RATES

A. Medical Insurance - Effective June 1, 2011

1. Effective June 1, 2011, the City shall pay fifty (50%) percent of the medical insurance premium increases that became effective in the June 1, 2011 medical insurance renewal. Unit employees shall contribute the following amounts towards the monthly medical insurance premiums for employees and qualified dependents who elect to enroll in either the Indemnity PPO Plan or HMO-IPA or HMO medical plans.
2. Additional monthly medical insurance premiums may be paid by unit employees and the City as set forth in Article Four.
3. The City shall pay the remaining portion of the monthly medical insurance premiums.

Prudent Buyer Indemnity PPO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
Employee	\$137.34	\$337.62
Employee + one dependent	\$354.72	\$861.13
Employee + two or more dependents	\$499.92	\$1224.14

California Care HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
Employee	\$129.26	\$274.42
Employee + one dependent	\$278.84	\$568.86
Employee + two or more dependents	\$392.12	\$818.84

CIGNA HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
Employee	\$163.12	\$308.08
Employee + one dependent	\$352.24	\$637.28
Employee + two or more dependents	\$517.00	\$896.61

KAISER HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
Employee	\$114.46	\$278.95
Employee + 1 dependent	\$229.08	\$557.70
Employee + two or more dependents	\$323.96	\$789.37

D. Medical Insurance 50/50 Premium Increases – Effective June 1, 2012

Effective June 1, 2012, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2012 toward the monthly medical insurance premiums.

E. Medical Insurance 50/50 Premium Increases – Effective June 1, 2013

Effective June 1, 2013, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2013 toward the monthly medical insurance premiums.

F. Medical Insurance 50/50 Premium Increases – Effective June 1, 2014

Effective June 1, 2014, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2014 toward the monthly medical insurance premiums.

G. Medical Insurance – Premium Decreases

In the event fifty percent (50%) of any premium decreases exceeds the eligible employee's monthly medical premium, such contribution shall be zero (\$0.00) until such time medical premium increases occur in the future.

III. MEDICAL INSURANCE - INDEMNITY PLAN COVERAGE

A. Plan Premium Rate

The indemnity plan premium includes the rate charge for medical insurance coverage and is based on (a) the plan's group experience including mental health care; (b) cost of administering the claims; (c) excess claims stop loss insurance; and (d) Cost of Prescription Drug Card Program.

B. Coverage

The indemnity plan coverage shall include the following coverage:

1. One common plan;
2. Out of pocket stop loss per individual \$2,000 / \$4,000;
3. Deductible In-Network: \$200 per individual not to exceed aggregate total of \$400 per employee and dependents; Deductible Out-of-Network: \$400 per individual not to exceed aggregate total of \$800 per employee and dependents;
4. No deductible is applied to special accident benefits;
5. No Pre-authorization for hospitalization and outpatient services except for specialized services;
6. a) All charges in the designated PPO Network shall be covered at 80% subject to the annual deductible.

b) All charges outside designated PPO Network shall be covered at 60% subject to the annual deductible of reasonable and customary charges subject to the annual deductible.
7. Maternity benefits for employees and dependent spouses;
8. Mental and nervous (mental health care) benefits shall be included in the indemnity insurance plan and paid the same as other illnesses.
9. Home health care plan;
10. Preferred Provider Option (PPO);
11. Medical case management;
12. Nursery care for newborn infants;

13. Prescription Drug Card Program (ten dollars (\$10.00) co-pay for generic drug prescriptions and twenty dollars (\$20.00) co-pay for non-generic drug prescriptions)

C. Medical Insurance Indemnity Plan Benefits Booklet

The specific details of the Indemnity and HMO Plan Medical Insurance benefits are set forth in the Medical Insurance Plan Benefit Booklet available in the City's Human Resources Department. All benefit descriptions included herein are subject to the individual insurance carriers' benefit provisions as described in the respective Explanation of Benefits (EOB) for each carrier.

IV. MEDICAL INSURANCE - HMO MEDICAL PLANS

A. Inpatient and Outpatient Psychological Services (Mental Health Care Benefits)

Inpatient and outpatient psychological services (mental health care benefits) are provided per the terms and conditions of the medical health care plans.

V. MEDICAL INSURANCE - RETIRED EMPLOYEES

A. Retiree Health Savings Plan (RHSP)

1. Purpose

- a. The Retiree Health Savings Plan (RHSP) enables retiring unit employees the opportunity to convert unused accumulated sick leave hours to pre-tax monies to be used for the retirees' medical insurance costs during their retirement.
- b. Effective July 1, 2011, retiring unit employees may also participate in the PERS Sick Leave Credit program for unused sick leave, as set forth in Govt. Code 20965. Said retiring employees who choose the option of converting unused sick leave to service credit may not receive double credit for the same allotment of unused sick leave hours at retirement.

For Example:

If a unit employee has 2,000 hours upon retirement, he or she may choose any one of these three options:

1. convert 2,000 hours to the RHSP program;

2. convert 2,000 hours to the PERS Sick Leave Credit program; or
3. a combination of the above two options with the understanding that hours may only be used once.

2. Sick Leave Hourly Conversion Rate

Retiring City employees shall have each eligible hour of accrued unused sick leave hours converted at the rate of twenty-eight dollars (\$28.00) per hour which will be paid to each employee's individual Retiree Health Savings Plan (RHSP) effective upon the employee's official date of retirement.

3. Limitations

- a. Unit employees who retire from the City of Glendale under the PERS retirement system in a Fire sworn safety position shall:
 1. Participate in the RHSP plan benefits subject to procedures that comply with IRS regulations; or
 2. Participate in the PERS Sick Leave Credit program for unused sick leave as set forth in Govt. Code 20965; or
 3. A combination of the above two options with the understanding that hours may only be used once.
- b. Unit employees must have their unused accumulated vacation leave paid at the current hourly base rate of pay to the employee's RHSP account upon retirement subject to procedures that comply with IRS regulations.
- c. Unit employees must transfer unused accumulated compensatory time over 72 hours at the current regular rate of pay to the employee's RHSP account, subject to procedures that comply with IRS regulations.
- d. The employee is responsible for paying any post retirement RHSP service fees and holds the City harmless for any taxes incurred from their utilization of the RHSP.
- e. When all RHSP funds have been exhausted, retired employees may elect to pay personally the full monthly medical premium or terminate the medical plan coverage.

B. Payment of Sick Leave Credit

Unit employees who retire between the dates of April 1, 2009 and December 31, 2012 inclusive, shall receive a payment of 4.5% of the employee's annual base salary into their Retiree Health Savings Plan (RHSP) account. This provision expires January 1, 2013.

VI. MEDICAL INSURANCE/MEDICARE-RETIRED EMPLOYEES

A. Retired Employees - Eligible for Medicare

Retired unit employees and/or their qualified dependents who are eligible to be covered by Medicare under Subchapter XVIII of Title 42 of the United States Code (relative to Health Insurance for the Aged) are deemed to be within the Modified and Supplemental Group Insurance coverage.

B. Retired Employees - Medicare

1. The retired unit employee and/or qualified dependent entitled to receive City paid Part "A": Medicare shall enroll in Part "A" (Hospital) Medicare upon becoming eligible for Medicare coverage.
2. Retired unit employees and/or their qualified dependants who are not entitled to receive City paid Part A Medicare benefits may be required to enroll in Part A (Hospital) Medicare benefits as a condition of participating in the City's retired employee medical insurance plans.
3. These retired City employees shall have their Part A Medicare benefits paid for by the City when they are participating in the City's medical insurance plan and shall continue to pay the City Medical insurance premiums, and Part "B" Medical as designated by the City.
4. Eligible retired City employees and their qualified dependents who fail to enroll in Part A Medicare benefits may be barred from participation in Retired Employee medical Insurance plans. This Medicare enrollment requirement may be modified or rescinded by the City at any time.
5. Retired City employees participating in the City's medical insurance plan shall enroll in Part "B" Medical.

VII. DENTAL PLAN INSURANCE

A. DENTAL INSURANCE CARRIER – GUARDIAN INSURANCE

1. Dental Carrier

Guardian Insurance is the City’s dental insurance carrier. This plan offers three options: PPO – BD; PPO – Mid-Level “Buy-Up”; and DMO - MDC.

2. PPO – BD Dental Plan

The City shall pay for the PPO dental plan for employees and their qualified dependents who have the Prudent Buyer Indemnity PPO Plan.

3. PPO – Mid-Level “Buy-Up” Dental Plan

The City shall pay up to the maximum amount of the DMO rate from the DMO dental plan per month per employee for a dental plan for employees and their qualified dependents who have the City’s HMO Plan. Employees will pay the difference from the DMO dental rates accordingly.

4. DMO - MDC-G9 Dental Plan

The City shall pay for the DMO dental plan for employees and their qualified dependents who have the City’s HMO Plan.

5. Dental Insurance Rates – Effective June 1, 2011

Effective June 1, 2011, the following are the City and employee contributions for Dental Plans.

	<u>Employee Monthly Contribution</u>	<u>City Monthly Contribution</u>
<u>PPO- BD</u>		
a. Employee	\$0	\$ 44.58
b. Employee plus one dependent	\$0	\$ 75.78
c. Employee plus two or more dependents	\$0	\$115.90
<u>PPO- Mid-Level “Buy-Up”</u>		
a. Employee	\$20.02	\$16.58
b. Employee plus one dependent	\$31.84	\$30.38
c. Employee plus two or more dependents	\$48.82	\$46.36

DMO-MDC-G9

a. Employee	\$0	\$16.58
b. Employee plus one dependent	\$0	\$30.38
c. Employee plus two or more dependents	\$0	\$46.36

B. Premium Increases

Any premium increases on the PPO-BD Plan or DMO-MDC-G9 dental plans that occur during the term of this agreement shall be paid by the City.

C. Dental Plan Limitations

1. City of Glendale Guardian PPO-DB Plan

Employees covered under the City of Glendale indemnity medical plan may enroll in either of the two PPO Plans or the DMO Dental Plan during open enrollment only.

2. DMO & PPO Mid-Level “Buy-Up” Dental Plan

- a. Unit employees covered under the HMO medical plan are restricted to dental coverage under the DMO dental plan or to “buy-up” to the PPO-Mid-Level Plan.
- b. Dependents not enrolled in the HMO medical plan shall not be eligible for the coverage in DMO dental plan or the PPO-Mid-Level “Buy-Up” Plan.
- c. Unit employees waiving Medical Insurance may participate in all Dental Insurance Plans.

D. Retired Employees - Dental Plans

- 1. Retired unit employees shall be permitted to participate in the City’s Dental plans as set forth below.
 - a. Retired employees in the Indemnity Medical Plan may elect to participate in either the Indemnity Dental Plan or HMO Dental Plan.
 - b. Retired employees in the HMO Medical Plan must use only the HMO Dental Plans.

VIII. DECEASED UNIT EMPLOYEES - WIDOWS/WIDOWER AND DEPENDENT BENEFITS

A. Medical and Dental Insurance Benefits

The City shall provide insurance or funds equal to the City's contribution for active unit employees for medical and dental insurance for the qualified spouse and/or qualified dependents, as currently covered by the City's medical and dental Insurance plans, of any unit employee who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the City's contribution for such insurance provided to active employees covered by this Memorandum of Understanding.

B. Eligibility

1. Only a spouse and/or dependents covered, as qualified dependents under an employee's Medical and Dental Insurance plans, at the time of death, shall be eligible for the insurance or subsidy.
2. Upon application by a spouse and/or dependents for this benefit, the Director of Human Resources shall make a determination of eligibility. Such determination shall be final and binding and not subject to further appeal.
3. Unborn children of the deceased unit employee will be eligible for dependent status upon birth.

C. Limitations

1. Qualified spouses and dependants will receive benefits or payments not to exceed those benefits for which they otherwise would be independently qualified. (For example, spouse alone is eligible for the employee only benefits contribution. Spouse plus one dependent is eligible for the employee plus one benefit contribution and spouse plus two dependents is eligible for family benefit contribution).
2. The qualified spouses and/or dependents as described are subject to all terms, conditions and limitations set forth in this Memorandum of Understanding, the City's Medical and Dental Insurance Plans.
3. a. Should qualified spouses and/or dependents lose eligibility to participate in the City's plans, the City may elect, at its choosing, to purchase similar insurance or substitute a cash payment not to exceed the City's portion of the active employee's contribution to which the qualified spouse and/or dependents are eligible to receive.

- b. If the City does not provide a replacement insurance policy, the City may elect to reimburse the qualified spouse and/or dependents for other insurance purchased up to the maximum benefit said spouse and/or dependents are eligible to receive.
 - c. When a qualified spouse and/or dependents are covered by medical and dental insurance policies provided by a subsequent employer, the qualified spouse and/or dependents shall receive a supplemental reimbursement not to exceed the difference between that portion of premiums paid for by the subsequent employer and the total premiums for such insurance. The amount of each supplemental reimbursement shall not exceed the maximum benefit the spouse and/or dependents are eligible to receive.
 - d. The City shall have the right to request documentation and proof of payment of any reimbursed insurance premiums.
- 4. The benefits or subsidy to the spouse shall cease upon attaining the age of 65.
 - 5. These provisions and benefits are not applicable to members who were not on duty at the time of injury, which resulted in their deaths.
 - 6. Unit employees in the classification of Firefighter Recruit not eligible for this benefit.

D. Funeral Expenses

The City shall expend a sum not to exceed \$7,500 for funeral expenses to the heirs of any unit employee covered by this Memorandum of Understanding who dies while on active duty from injuries incurred while performing his or her job or who dies as a direct cause of such injuries. This benefit is not applicable to members who were not on duty at the time of injury, which resulted in their death. Unit employees who are in the classification of Firefighter Recruit are not eligible for this benefit. This amount includes the amount of \$5,000 already available for this purpose in accordance with California State Labor Code Section 4701.

IX. EDUCATIONAL REIMBURSEMENT

A. Eligibility

When any unit employee enrolls in a lower and/or upper division or graduate level university course or other course of college level, which course of study is directly related to such employee's work and has received approval of the department head and the City Manager, payment

of one-half of the tuition therefore, and one-half of the cost of required course books for same may be made to the employee upon successful completion of said course.

B. Repayment to City If Terminated Within the Year of Study

In the event such reimbursed employee leaves the employment of the City for any reason, except layoff, within a period of one year following the completion of such course of study, the amount paid by the City for such tuition and books shall be repaid to the City by having the Director of Finance deduct same from the severance pay or last salary paycheck of such employee.

X. MISUSE OF BENEFITS

Unit employees who have been proven to have fraudulently gained or fraudulently attempted to gain for themselves or others by deception, omission or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or psychological insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: a) denial of requested benefits; and b) disciplinary action up to and including removal.

ARTICLE FIVE

LEAVE POLICY

I. **HOLIDAYS**

A. **Holiday In Lieu Pay - 56-Hour Fire Operations Schedule**

Unit employees assigned to work the 56-hour Fire Operations schedule are not eligible for holiday time off as set forth in this agreement.

B. **Administrative Assignment Holiday Leave Hours**

1. Unit employees on administrative assignment, excluding unit employees in Fire Operations who receive holiday-in-lieu pay, shall receive scheduled holiday leave to a total of 106 hours of leave of absence per calendar year, as total leave compensation for the ten (10) City designated holidays and two (2) floating holidays.
2. This scheduled holiday time shall cease at the time the unit employee is reassigned to the 56-hour shift schedule and then shall receive holiday-in-lieu pay as set forth in Article Two, Section XI.

C. **Holidays Recognized - Administrative Assignment Schedule Employees Only**

These recognized holidays for only unit employees on Administrative Assignment are as follows:

New Year's Day (first day of January)
Martin Luther King, Jr. (third Monday of January)
Washington's Birthday (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (fourth day in July)
Labor Day (first Monday in September)
Veteran's Day (eleventh day of November)
Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
Christmas Day (twenty-fifth day of December)
Floating Holiday (2)

D. **Designated Holidays Leave Hours - Administrative Assignment**

Unit employees who receive holiday leave for City designated holidays shall use holiday leave from their holiday leave hours in amounts appropriate to their regular scheduled work shifts. For example, 8 hours on an 8-hour shift, 9 hours on a 9-hour shift, 10 hours on a 10-hour shift, and 12 hours on a 12-hour shift.

E. Floating Holiday Leave - Administrative Assignment

Any remaining holiday leave hours not used for these designated City holidays shall be used in a manner consistent with floating leave provisions as set forth in this article.

F. Floating Holiday Leave Utilization - Administrative Assignment

1. Recognized holiday leave time not expended for the ten (10), City designated holidays shall be floating holiday leave. Floating leave shall be approved at such time as is mutually agreeable to the employee and the employee's department head. Leave payment shall be charged against employee available holiday leave hours accrued.
2. A new unit employee must be employed sixty (60) calendar days in a calendar year and must be evaluated to be receiving at least meeting standards of performance before becoming eligible for eighteen (18) hours of floating holiday leave not to exceed a total of 106 hours per each calendar year thereafter.
3. Unit employees who terminate their employment with the City must utilize any floating leave prior to their last day of employment with the City.
4. The appropriate use of floating leave shall be the employee's responsibility to monitor. Any employee using so much floating leave that insufficient leave remains to cover the ten (10), City designated holidays shall be required to utilize vacation, compensation time, or unpaid leave of absence to cover the designated holiday.

G. Floating Holiday Cashout

Any cashout for unused holiday leave in a given calendar year, shall be paid on the January 21st paycheck of the following calendar year.

H. Holiday Occurrence on Saturday or Sunday

1. Friday Holiday

The Friday immediately preceding any regular holiday that falls on a Saturday shall be deemed to be a holiday.

2. Monday Holiday

The Monday immediately following any regular holiday that falls on a Sunday shall be deemed to be a holiday.

I. Holiday Policy on a Monday or Friday

1. When a holiday falls on the employees' scheduled day off, employees shall not be required to use holiday leave time from their holiday leave bank.
2. When a holiday occurs on a day the employee is scheduled to work, the employee shall take such holiday leave as is appropriate to his/her work schedule

J. Holiday Scheduling

The City reserves the right to require employees to work on designated holidays.

K. Twenty-Fourth of December

1. City Offices Open

- a. When December 24th occurs on a Monday, Tuesday, Wednesday, or Thursday, all City offices shall close at 12:00 p.m.
- b. Only Unit employees working on this day as part of a daytime work schedule, starting on or after 6:00 a.m. and ending not later than 6:00 p.m., shall be considered eligible for this holiday provision.

2. Limitations

- a. That part of December 24th, from 12:00 p.m. to 6:00 p.m., shall be and is hereby designated a holiday; provided, however, that said holiday shall not apply to the Unit employees in the operation of the Fire Department, whose functions are essential to the public welfare as designated by management.
- b. Those unit employees receiving December 24 holiday time off shall work up to 12:00 p.m. without a lunch period on this day.

3. Non-Cumulative

- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason set forth in this section, it may not be taken at a later time, except as provided herein.
- b. Only unit employees actually scheduled to work on December 24th are eligible for the holiday.

- c. Unit employees eligible to receive the December 24 holiday leave, with the approval of management, may combine a maximum of 4 hours on a 5/40, 4-1/2 hours on a 9/80, or 5 hours on a 4/40 schedule of December 24th leave with compensatory time or vacation or floating holiday leave or sick leave to receive a full shift off on December 24th. Leaves of absence without pay or temporary disability may not be combined with the December 24th holiday leave.

L. Holidays Falling on a Day Off or When Employee Not Ordinarily Required to Work – 40-Hour Administrative Assignment

- 1. When a holiday falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, any unit employee entitled to receive a Holiday leave of absence with full pay on that holiday and who is not normally required to work, shall be given a leave of absence for a full day (or of a portion of a work day equal to the period of time of the holiday) if such holiday is for less than one day to be taken at such time as shall be approved by the department head. Such leave of absence shall be consistent with the floating leave and Monday or Friday holiday provisions of this MOU.
- 2. This section shall not apply to the section relating to a special day of observance, mourning or participation, nor to the section relating to the Twenty-fourth day of December as to those employees who would not ordinarily be required to work on any of said days because of vacation, sick leave or other leave, nor shall such employees be entitled to receive compensatory pay or extra pay therefore.

M. Holiday Limitation

No unit employee shall receive any holiday pay if he/she was on a leave of absence without pay, either the work day before or the work day after the holiday.

N. Holiday Leave Hourly Utilization

Accumulated holiday leave time may be taken in increments of one (1) hour or more as approved by management.

II. VACATION

A. Vacation Earned

All unit employees will be compensated monthly with vacation earnings to be based on the following schedule. There is no additional vacation hours credited on the anniversary hire date of the unit employee.

1. 56-Hour Week Shift Schedule

<u>Years of full-time service</u>	<u>Annual shifts (hours)</u>	<u>Monthly Accrual</u>
After Year 1 through 4	6 Shifts (144 hrs.)	12.0 hours
Beginning Year 5	7 Shifts (168 hrs.)	14.0 hours
Beginning Year 10	10 Shifts (240 hrs.)	20.0 hours
Beginning Year 20	12 Shifts (288 hrs.)	24.0 hours

2. 40-Hour Work Week Schedule

Unit employees in the classifications of Fire Captain, Fire Engineer, and Firefighter on administrative assignment, working on a regular 40-hour work schedule, shall be compensated on a monthly basis with vacation earnings based on the schedule provided in II A.1 above.

B. Limitations

1. Vacation leave will be earned and credited monthly and can be taken as earned.
2. No vacation leave shall be credited for time during which a unit employee is on leave of absence without pay from duty, excluding disciplinary suspensions without pay during the majority (50%+) of the month.
3. All vacation leaves shall be taken in accordance with the Staffing Policy and the Telestaff Program.
4. New unit employees will accrue vacation leave commencing with the first day of employment as a salaried unit employee, but this vacation leave is not vested nor may it be taken or cashed-out unless the unit employee completes one (1) year of service with the City.
5. Any unit employee who is laid off during their first year of employment and is then rehired within a one (1)-year time period shall have their prior service time earned prior to their layoff apply toward their service time eligibility for vacation benefits earned.
6. Vacation leave balance should be the employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.

C. Prior Service

For the purpose of computing additional vacations allowed after ten years, "total service" means and includes all full-time service with the City prior to any resignation or retirement as well as the service of a unit employee following reemployment.

D. Vacation Carry-Over

Unit employees may carry-over and accrue up to three years of accumulated vacation leave as set forth in Section II (A) of this Article. Once the three year accumulation is reached, the unit employee stops accruing additional vacation time until the leave is utilized to such an extent that the accumulated balance is less than the maximum accrual.

E. Vacation Cash-Out

Unit employees may cash out, at the 56-hour rate of pay, up to one hundred twenty (120) hours of accrued vacation leave time. In lieu of cash payment, unit employees may elect to have up to one hundred twenty (120) hours of accrued vacation leave transferred to their Retiree Health Savings Plan (RHSP) account. Unit employees may only cash out accrued vacation leave once per fiscal year on the forms provided by the Finance Department.

F. Vacation Cash-Out at Termination/Retirement - RHSP

1. Any unit employee who has completed at least one year of service with the City prior to termination shall be paid into the employee's RHSP at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and also for vacation leave hours earned by reason of months worked in the current calendar year provided said vacation leave hours have not been taken at or prior to the date of separation.
2. Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this agreement.

III. SPECIAL DAYS OF OBSERVANCE

A. Definition

A special day of observance, day of mourning, or a like day of participation, when so declared by council by resolution, shall have the same legal effect as a holiday, and during such day or portion thereof so declared, City offices shall be closed, except those offices providing services essential to the public welfare.

B. Schedule

Unless specifically declared otherwise by the Council, such day shall be between the hours of 7:30 a.m. to 5:30 p.m.

C. Eligibility

Only Administrative Assignment unit employees working on a special day of observance and not rendering essential services shall have the day off (or portion thereof as declared by council) with pay. Unit employees whose services are declared essential by the City Manager shall work during such day, or portion thereof, and shall be compensated as set forth in this section.

D. Compensation – 56-Hour Employees Who Work a Special Day

1. Fifty-six (56) hour week unit employees who work during the hours of 7:30 a.m. to 5:30 p.m. on such day as part of a longer day (twelve hour day) shall receive straight time pay at the regular rate per practice for twelve (12) hours of a twelve-hour day in addition to their regular pay as compensation.
2. If a shorter special day of observance be declared, the extra compensation provided in this paragraph shall be proportionately decreased in accordance with the number of hours so declared.

E. Compensation - Administrative Assignment Employees Who Work Special Day

Forty (40) hour week unit employees required to perform essential services on such a day between the hours of 7:30 a.m. and 5:30 p.m., or such other period as specified by the City, shall receive straight time pay in addition to regular pay for each hour worked during such day or period as declared by the City Council.

IV. WORKERS' COMPENSATION – FIREFIGHTER RECRUIT

A. Workers' Compensation Leave

Firefighter Recruit employees compelled to be absent from duty because of injury or illness arising out of and in the course of employment shall receive a paid leave of absence not to exceed three hundred twenty (320) work hours.

B. Temporary Disability

1. If entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, a Firefighter Recruit employee may elect to take as much of the accumulated sick leave, or the accumulated vacation after the accumulated sick leave becomes

exhausted, as when added to the temporary disability indemnity will result in a payment equal to full salary.

2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

C. Additional Temporary Disability Benefit

1. If a Firefighter Recruit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, and if such Firefighter Recruit employee has exhausted all benefits receivable under the above sections A and B, the Firefighter Recruit employee shall receive, for a period not to exceed six months from and after the date when such benefits provided under the above sections A and B are thus exhausted, additional compensation, if any, such as will, when added to the temporary disability indemnity required by said State law, result in a payment to such Firefighter Recruit employee equal to two-thirds of full salary for such period.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

D. Sick Leave Augmentation of Temporary Disability

1. When a Firefighter Recruit employee uses sick leave credit to augment temporary disability indemnity because of an injury compensable under the State Labor Code and the City is reimbursed by a third person for its damages by reason of such use, there shall be credited to the employee's sick leave account, sick leave equivalent to the amount so used or proportionately, if reimbursement is only in part.
2. If the City does not collect from the third person the full amount of the compensation paid and other damages to which it is entitled and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave used, the sick leave to be credited shall be in the same ratio to the sick leave used as the total amount collected bears to the total amount of the City's damages.

V. WORKERS' COMPENSATION – DIAGNOSTIC EXAMINATIONS

A. Unit Employees Injured in the Course of Employment

Upon request of the treating physician, and with the approval of the Director of Human Resources, unit employees will receive recommended diagnostic examinations, including but not limited to MRIs, EMGs (excluding heart EMGs), CT-scans and EKGs. When said diagnostic

examinations can reasonably reduce lost time and overtime expenditures, approval will be granted expeditiously.

VI. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.
2. The sick leave benefit should be thought of as an insurance policy. It insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be a very important part of a unit employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

B. Sick Leave Accumulation Plan

1. For each month or more than 50% portion thereof during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed to accumulate a sick leave of absence with full pay for 12 hours on a 56-hour Fire Operations schedule and 8 hours on a 40 hour administrative assignment's schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy.
2. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a unit employee reinstated, if unit employee resigned due to pregnancy, within one year of date of separation.

C. Limitations

1. No such sick leave of absence shall be credited for time during which unit employees are on leave of absence from duty without pay.
2. Sick leave shall be paid only when the absent unit employee has furnished evidence of such illness or injury acceptable to Fire management and Director of Human Resources.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. A unit employee shall not be permitted to

return to duty until examination by the City Medical Examiner or a physician, and must be found to be sufficiently recovered from such illness or injury. The City may deny a release from a physician and send employee to a City approved physician.

4. A unit employee on the fifty-six (56) hour work Fire Operations schedule with an absence of two (2) twenty-four (24) hour working shifts or less or a unit employee on a forty (40) hour administrative assignment work schedule or four (4), ten (10) hour days if on a 4/10 work schedule with an absence of forty (40) working hours or less may return to duty without such examination, approval, and finding when permitted by Fire management.
5. Any illness or injury extending more than two (2) twenty-four (24) hour shifts for unit employees on the fifty-six (56) hour work schedule or extending more than forty (40) working hours for unit employees on the 40 hour administrative assignment work schedule or four (4) ten (10) hour days if on a 4/10-work schedule must be verified by a physician or City's Medical Examiner.
6. It is the sole responsibility of the unit employee to obtain as required all necessary medical releases and have proof of such releases prior to requesting return to duty. If the unit employee returns to work on a weekend or holiday without the required release, the on-duty operations Battalion Chief will utilize his/her discretion in determining whether or not the unit employee may return to work. Should the on-duty operations Battalion Chief determine that the unit employee may remain at work, said unit employee must obtain the necessary release the next available business day.

D. Department Notification - Absent from Duty

1. Unit employees who will be absent from duty due to illness or injury shall notify the Staff Assistant's office as early as possible, but never less than one and one-half (1 1/2) hours prior to commencement of scheduled duty.
2. If the Staff Assistant's office's voice mail is not functioning, notification shall be provided to the Communications Center.
3. A unit employee, while absent from duty because of illness or injury, shall remain at their official residence during the hours of their scheduled duty assignment.
 - a. Unit employees, while absent from duty because of illness or injury, shall not engage in other work, voluntarily or for profit, or any other sport or work activity that may delay their recovery.

- b. Unit employees may visit their physician or conduct purchases such as food or pharmaceutical for personal needs.
 - c. Fire management may require documentation as to why unit employee was absent from their official residence.
 - d. Unit employees shall be held personally accountable for compliance.
4. Fire management shall exempt unit employees from these preceding requirements providing the unit employee:
- a. Is in a medical facility; or
 - b. Has an industrial disability which has been determined to be permanent and stationary by a City-approved, licensed medical physician, and prohibits return to duty; or
 - c. Is absent due to non job-related illness or injury and is not utilizing sick leave benefits; or
 - d. Other arrangements, locations, or conditions have been authorized by Fire Management.
5. Failure to comply with the requirements of this article shall be grounds for disciplinary action, which could include dismissal from the City.

E. Misuse of Sick Leave

No unit employee shall misuse, feign, and/or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to their real condition for the purpose of remaining away from scheduled duty assignments. Proven misuse of sick leave shall result in disciplinary action, which could include dismissal from the City.

F. Accumulated Sick Leave - Retirement

In addition to illness, injury, or family illness, accumulated unused sick leave may be used by a retiring unit employee only as set forth in Article Four of this agreement.

G. Family Care Leave - Utilizing Sick Leave

1. Definitions

Family care leave shall be defined as whenever the unit employee's presence with the family is needed because of illness or medical conditions with their spouse or family.

2. Sick Leave With Pay

- a. Unit employees may upon request, be granted in each calendar year up to a maximum of forty-eight (48) sick leave hours for employees assigned the 40-hour schedule and seventy-two (72) hours for employees assigned the 56-hour schedule.
- b. Family Care Leave and such time taken shall be charged against the unit employee's accumulated sick leave.

3. Facts Justifying Absence

Fire Management must be furnished reasonable evidence of the illness or medical conditions.

4. Family

"Family" shall mean spouse, employee's child or parents, or spouse's parents, domestic partner or any other relative residing in the same household as employee.

VII. MILITARY LEAVE

A. Eligibility

- 1. Military leave of absence with pay shall be granted to permanent unit employees who have been employed with the City for one year or more when called to active military duty.
- 2. Unit employees employed less than one year shall receive military leave of absence without pay.
- 3. Military leave with pay shall not be granted to unit employees on weekend assignment or advanced party on weekend assignment and inactive duty training.

B. Length of Military Leave with Pay

Eligible unit employee shall be entitled to military leave of absence with pay for the first thirty (30) days of active military duty.

VIII. ADDITIONAL LEAVE WITHOUT PAY

Additional leaves of absence without pay on account of illness or injury may be granted in the same manner and for such period of time as is provided in the case of other leave of absence without pay as set forth in this article.

IX. BEREAVEMENT LEAVE**A. Definition**

Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears to be imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father, stepfather or stepmother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, "step" relatives as described above, the employee's registered domestic partner or any other relative of the employee or employee's spouse residing in the same household or who has resided with the employee in the same household for three (3) out of the last five (5) years immediately preceding commencement of leave usage.

B. Leave With Pay

Unit employee(s) may be granted bereavement leave with full pay not to exceed a total of three working days (40-hour schedule) per occurrence, or two working shifts (up to 48 hours) for 56-hour schedule per occurrence as approved by Fire Management.

C. Facts Justifying Absence

The unit employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Fire management justifying such absence.

D. Not Applicable If On Sick Leave

Bereavement leave shall not apply to unit employees on sick leave at the time of the incident.

X. JURY DUTY**A. Notification/Summoned**

Any unit employee who is notified that they may be summoned or are summoned to serve on jury duty shall immediately notify Fire management and provide written evidence of notice or summons. If summoned to jury duty, the employee shall receive their regular salary limited to ten (10) working days (five shifts) annually.

B. Jury Fees

All fees earned by unit employees in return for their service as a juror shall be kept by the employee.

C. Jury Time Extension

This jury time may only be extended should a formal request be submitted to the City Manager by the Jury Commissioner or Court Representative.

D. Jury Duty Accommodation

Unit employees should request that the Jury Commissioner modify their jury duty, including but not limited to, requests for postponement, to be excused, or to have ten days consecutive jury duty. Management may assist the employee with such requests including the submission of supporting letters when applicable.

E. Jury Duty Call-In

1. If a unit employee is at work and is notified that they have been selected to appear in court the following day, the employee will notify Fire Management, and will be placed off duty for a period of twelve hours prior to the end of the employee's shift. When the employee is released from jury duty, they will return to their next regular work shift. If the unit employee is selected for a jury in a trial or the jury selection process continues in excess of the first day, they will immediately notify Fire Management and will become an employee of the court, thereby being placed on the court's schedule for the duration of jury duty. Upon release from jury duty, the unit employee will notify Fire Management and return to work on their next regularly scheduled work shift.

2. If a unit employee is at home, and is scheduled for work the next day, and is notified that they have been selected to appear in court the following work day, the employee will notify Fire Management, and will be placed off duty until released from jury duty. If the employee is not selected for a jury in a trial, they will return to their shift when they are released from court. If the unit employee is selected for jury in a trial or the jury selection process continues in excess of the first day, they will immediately notify Fire Management and will become an employee of the court, thereby being placed on the court's schedule for the duration of jury duty. Upon release from jury duty, the unit employee will notify Fire Management and return to work on their next regularly scheduled work shift.

F. Notice to Appear for Jury Duty (One Trial/One Day Jury Service)

1. If a unit employee is scheduled to work the day of their notice to appear in court, the employee will notify Fire Management, and will be placed off duty until released from jury duty. If the employee is not selected for a jury in a trial, they shall immediately return to their shift when they are released from court. If the employee is selected for a jury in a trial or the jury selection process continues in excess

of the first day, they will immediately notify Fire Management and will become an employee of the court, thereby being placed on the court's schedule for the duration of jury duty. Upon release from jury duty, the unit employee will notify Fire Management and return to work on their next regularly scheduled work shift.

2. If a unit employee is off-duty and has a notice to appear in court, the employee will notify Fire Management if they are selected for a jury in a trial or if the jury selection process continues in excess of the first day. If the employee is selected for a jury in a trial or if the jury selection process continues in excess of the first day, they will immediately notify Fire Management and will become an employee of the court, thereby being placed on the court's schedule for the duration of jury duty. Upon release from jury duty, the unit employee will notify Fire Management and return to work on their next regularly scheduled work shift.

G. Further Details

When an employee is released from jury duty they will immediately be returned to their 56-hour status. If the employee's shift is on duty that day, the employee will immediately report to duty at their assigned station. If the employee's shift is on days off, the employee will immediately be released from their court schedule and return to their assigned station for their next regular work shift. When an employee is released from jury duty, the City will not "owe" an employee additional time off for extra hours worked during jury duty, nor will an employee "owe" the City additional time for a lack of hours worked during jury duty. Further details regarding the Fire Department's jury duty policy are set forth in the Fire Department Policy and Procedure Manual.

H. Jury Duty Documentation

The hours as a jury member need to be documented for each day served by the jury coordinator and submitted to Fire Management by the employee when they return to work. This shall accompany a completed City request for leave.

XI. OTHER LEAVES - WITHOUT PAY

A. Leave of Absence Without Pay - Up to 7 Days

The Fire Chief may grant a leave of absence without pay to unit employees for a period up to seven (7) calendar days in any month.

B. Leave of Absence Without Pay - Excess of 7 Days

The Fire Chief may grant leave of absence without pay to unit employees in excess of seven (7) calendar days in any month with the approval of the City Manager.

C. Leave of Absence Without Pay - Early Return

Any unit employee granted a leave of absence without pay may, with the approval of the Fire Chief and the City Manager, return to duty prior to the time fixed for the expiration of such leave.

D. Leave of Absence - Excess of 6 Months

Any unit employee returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination, and released by the City Medical Examiner and the Human Resources Department, Worker's Compensation Section, to return to work.

E. Limitations

Unit employees should first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by the Fire Chief.

XII. ELIGIBLE LEAVE BENEFITS**A. Accrual/Debiting of Leave Benefits**

All leave benefits (vacation, holidays, sick leave, bereavements or any other leaves) shall be accrued and debited in hourly (hour earned, hour taken) increments based on current benefit accrual rates.

B. Example

1. A unit employee who works a 56-hour Fire Operations shift work schedule accrues sick leave at the rate of twelve (12) hours per month, and if they take a 24-hour sick leave shift, they shall be debited twenty-four (24) hours from their sick leave accrual.
2. A unit employee who works any other shift (9/80, 4/10, etc.) accrues sick leave time at the rate of eight (8) hours per month and if they take a sick leave day, they shall be debited the total time they were scheduled to work that day from their sick leave accrual.

C. Leave of Absence - Family and Medical Care Leave

Unit employees requiring unpaid Family and Medical Care Leave will be granted leave pursuant to the City's Family and Medical Care Leave Policy set forth in the City's Administrative Policy Manual.

ARTICLE SIX

WORKING CONDITIONS

I. ALCOHOL AND SUBSTANCE ABUSEA. Mutual Agreement

City and Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and its citizens.

B. Determent, Detection and Treatment

The City and Association also agree to support and commit themselves to the support of all City programs, policies, and procedures currently implemented to deter, detect and treat the problems of alcohol and substance abuse in the workplace. Such policies, programs, and procedures include the City's Employee Assistance Program, Drug and Alcohol Educational and Training Programs, Policy of Consumption of Alcoholic Beverages and Illegal or Controlled Substances, Drug Screening for pre-placement candidates, promotional candidates, employee renewal of Class A and B Motor Vehicle Licenses, and reasonable suspicion of employees' under the influence on work time, and medical standards.

C. Support of EAP

The City and Association agree to encourage and support the rehabilitation of employees with alcohol and substance abuse problems through the constructive use of the Employee Assistance Program.

D. EAP Counseling

It is understood EAP counseling sessions are confidential except for compliance with mandatory EAP referral evaluations and program requirements. Records kept under this mandatory EAP program shall be available only to those persons who administer the program or monitor, and/or manage employees participating in the program.

II. EMPLOYEE DRIVER'S LICENSE REQUIREMENTSA. Driver's License Requirements

Unit employees who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a vehicle for the City are required to inform their department management of any restrictions, suspensions or revocation of their said driver's license.

B. Vehicle Code Violations

Any unit employee covered in "A" above shall be required, when convicted or pleads no contest of driving under the influence of alcohol or drugs or receives a license restriction, suspension or revocation of their driver's license shall, as a result thereof, meet at least once with the City employees' assistance counselor for substance abuse counseling. EAP counseling sessions are further defined in Article Six, Section I. D.

C. Consequence of Non-Compliance

Failure by unit employees to comply with any of the provisions set forth in this Section II.A. and II.B. shall be grounds for disciplinary action up to and including removal.

III. TEMPORARY MODIFIED WORK PROGRAM

The Fire Department has a temporary modified work program for temporarily convalescing employees. The program is administered as follows:

A. Eligibility

1. Non-Job-Related Illness or Injury

Any unit employee who is temporarily incapable of performing normal assigned duties because of a non job-related illness or injury may request assignment and be approved by Fire Management to participate in the temporary modified work program.

2. Job-Related Illness or Injury

Any unit employee who is temporarily incapable of performing normal assigned duties because of a job-related illness or injury may request or be required by Fire management to participate in the temporary modified work program.

B. Limitations

Participation in the program is limited to unit employees who shall:

1. Not have an industrial disabling injury, illness, or sickness that exceeds a projected recovery date of 130 working days from the date such temporary modified work program is scheduled to commence; or
2. Not have a non-industrial disabling injury, illness, or sickness that exceeds a projected recovery date of 65 working days from the date such temporary modified work program is scheduled to commence; or

3. Not be in a Vocational Rehabilitation Plan approved by the City; or
4. Be assigned to the Temporary Modified Work Program and shall remain in assignment for a maximum period not to exceed 130 working days unless mutually agreed to an extension by both the employee and Fire Management.
5. The program shall be administered to comply with the requirements to accommodate pregnant employees as set forth in applicable laws and regulations.

C. Application and Acceptance

Application for the program shall be in writing by the unit employee when they request consideration for the work program and by written direction when Fire Management requires the employee to participate. Fire Management shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of department work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. Outside Employment – Approval by Management

All outside employment must be approved by Fire Management pursuant to City and Fire Department Rules and Regulations.

E. Outside Employment – Limitation

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

F. Final Decision

Fire Management shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

IV. PERMANENT MODIFIED WORK PROGRAM

- A. The City offers a permanent modified work program for unit employees who have incurred job related illness or injury that have rendered them medically incapable of performing the full range of duties within their classification. This program is contingent upon employees meeting the minimum requirements for alternative positions.
- B. This program provides an opportunity for unit employees to continue employment as a safety member in the Fire Department when alternate positions are determined by the Human Resources Department to be available.
- C. The unit employee would remain in the same safety classification and benefits structure as at the time of injury, unless changes are agreed to by both the employee and the City.

V. PEACE OFFICER POWERS

A. Authorization

Unit employees having an illness or injury, with approved firearm and peace officer powers, may carry a firearm and exercise peace officer powers unless medical reports by a licensed physician and approved by City Medical Examiner indicate the affected unit employee is not capable of performing peace officer powers because of a specific mental disorder or physical condition.

B. Limitation

The Fire Chief shall make the final decision based upon stated criteria and if peace officer power is to be limited, the unit employee so affected shall be notified in writing.

VI. EMPLOYEE WELLNESS/FITNESS PROGRAM

A. The Program

The Association and management agree to participate in a comprehensive Wellness/Fitness program.

B. Annual Examination

The City shall provide a stress EKG and appropriate related physical examination annually for all unit employees.

C. Examinations and Scheduling

Such stress EKG and appropriate related physical examination, including laboratory test, spirometer test and chest X-ray for unit employees shall be

administered on duty as scheduled by the City. Unit employees agree to take such stress EKG and physical examination when scheduled.

D. Agreement to Abide to Examinations Findings

Unit employees agree to abide by the findings of the medical examination and to comply with the medical examiner's prescribed plan to correct medical deficiencies, including excess weight. Any subsequent additional medical examinations shall be arranged for and paid for by unit employees. This understanding is not intended to waive any rights of the employees under State law.

E. Findings Made Known to City and Employee

Medical findings determined through such examination shall be made known to the employee in writing. The City shall be notified of any work restrictions resulting from said examination, if applicable.

F. Participation in Fitness Program

Unit employees agree to actively participate in the Fire Department physical fitness program.

G. Wellness/Fitness Committee

Fire Management will manage a Wellness/Fitness Committee with representation comprised of both Fire Management and representatives of the Association.

H. Purpose of the Committee

The purpose of the Committee is to maintain a comprehensive Wellness/Fitness program to improve the physical and general health of all unit employees.

I. Wellness/Fitness Program

Unit employees shall participate in a Wellness/Fitness program conducted by Santa Ana College or other mutually agreed upon provider.

The evaluation, blood chemistry panel and physician's examination shall be conducted annually. All medical information and results are strictly confidential in accordance with state and federal laws.

1. Comprehensive Fitness Assessment and Profile

The fitness evaluation may include, but is not limited to:

- a. 12 lead EKG printout with computer interpretation at rest
- b. Pulmonary function recording of lung capacity and flow rates
- c. Resting and exercise blood pressure measurement
- d. 12 lead EKG printout during graded exercise treadmill test

- e. Body composition evaluation
- f. Abdominal endurance crunch test
- g. Pushup evaluation of upper body strength and endurance
- h. Grip strength
- i. Lower body strength test
- k. Trunk, legs, shoulder and spinal flexibility tests
- l. Health appraisal and coronary risk questionnaire
- m. Individual fitness profiles compiled from above evaluations

2. Blood Chemistry Panel

The blood chemistry panel shall include, but is not limited to the following:

- a. Glucose, Bun, Creatine, Bun / Creatine Ratio, SGOT, SGPT, LDH, GGTP, Billirubin, Alkaline Phosphate, Calcium, Phosphorus, Magnesium, Sodium, Potassium, Chloride, Uric Acid, Triglyceride, Cholesterol (HDL & LDL and Coronary risk ratio), Globulin, Albumin, Total Protein and A/G Ratio, PSA for male and OCS for female employees.

3. Lecture Series and Individual Presentations

The Wellness Portion of the program includes the following:

- a. Lecture series on health, nutrition, injury prevention, and exercise science topics.
- b. Literature for topic specific needs or interests dealing with wellness and fitness to be provided at each work site.

4. Physician Examinations

- a. A mutually agreed upon medical physician (Cardiologist), shall provide each employee with a physical examination. Each male unit employee shall also receive a digital prostate exam and hernia examination. The physician shall provide all female unit employees a mammogram and Pap Smear examination.
- b. The physician will evaluate all employees' EKG, fitness and blood chemistry panel results.

VII. NON-SMOKING REQUIREMENTS

The City and Association agree to the provisions regarding non-smoking requirements for Fire Department sworn employees:

A. Condition of Employment - New Employees

New prospective unit employees will be required to sign a condition of employment statement that they do not smoke or use tobacco products and agree to not use tobacco products while on duty during their employment with the City.

B. Non-Smoking Conditions

The Association and Fire Management agree that unit employees shall not smoke as follows:

1. Inside all structures or space assigned to the Fire Department.
2. Inside all vehicles assigned to the Fire Department.
3. While in public.
4. Unit employees hired by the Fire Department after May 5, 1987 shall not smoke on duty.

VIII. OUTSIDE EMPLOYMENT AND MEDICAL LIMITATION

A. Approval by Fire Management

All outside employment must be approved by Fire Management pursuant to City policy.

B. Limitation

During convalescence and/or modified or permanent work assignment, it shall be expressly forbidden for a unit employee to engage in any outside employment that would interfere with their convalescence.

IX. FIRE CADET / AMBULANCE OPERATOR PROMOTIONAL ELIGIBILITY

A. Eligibility

1. Employees in the classification of Fire Cadet or Ambulance Operator may be considered for promotional eligibility to the position of Firefighter Recruit, provided that they meet the following criteria:
 - a. Have completed a minimum of six (6) months and six-hundred (600) hours of service with the Glendale Fire Department immediately preceding the final filing date. Such service may include non-paid volunteer work;
 - b. Have received a minimum of "meets standards" on a majority of all performance evaluations; and

- c. Possess a valid EMT-1 certification.
 - d. Have completed the designated task book.
 - e. Fire Cadets must also have completed a Firefighter I-level academy.
2. Fire Cadets or Ambulance Operators eligible for promotional consideration to Firefighter Recruit will participate in an oral interview process consisting of equal representation from both Fire Management and the Glendale Firefighters' Association. Furthermore, both the Association and the Fire Chief must mutually agree upon the oral interview panel members.
3. Fire Cadets or Ambulance Operators who successfully pass the oral panel interview will be placed on the eligibility list for Firefighter Recruit. Eligible candidates must further successfully pass all of the following examination components:
- a. Designated Physical Ability Test;
 - b. Updated background investigation; and
 - c. Pre-placement medical examination

B. Limitation

- 1. At no time shall the number of Fire Cadet positions within the Glendale Fire Department exceed fifteen (15) at any one time.
- 2. If both Fire Cadets and Ambulance Operators are being considered for the Fire Recruit Academy, the combined number of Fire Cadets and/or Ambulance Operators shall not exceed thirty percent (30%) of the total number of recruits in a given Academy class, except as provided in B(3)a.
- 3. If only one group is considered, the number of Fire Cadets or Ambulance Operators in the Fire Recruit Academy shall not exceed twenty-five percent (25%) of the total number of recruits in a given Academy class, except as provided in B(3)a.

a. Exception

Fire Cadets or Ambulance Operators participating in the "Open" Firefighter Recruit examination process shall be exempt from the above limitation.

X. **Firefighter Over-Hire Agreement**

Effective January 1, 2012, the City and Association agree to increase the over-hire of Firefighters from a maximum of six (6) to whatever number is necessary until full implementation of Paramedic Engine Program (anticipated to be on June 30, 2013).

ARTICLE SEVEN

GRIEVANCE PROCEDURE

I. CITY'S GRIEVANCE PROCEDURE - REPRINTING

Unit employees who need to resolve a dispute relating to work related matters may utilize the City's grievance procedure, provided that the subject matter of that grievance falls within the definition of a grievance, provided in the following section. The City's grievance procedure is reprinted from the City's Employer-Employee Relations Ordinance here solely for the convenience of unit employees and Fire Management, and the fact that it is reprinted here is not intended to add or detract from its status as a Citywide grievance procedure, and is not a formal part of this Memorandum of Understanding.

II. GRIEVANCES

A. Definition

A grievance is any dispute concerning the interpretation or application of this Ordinance, or of an ordinance resulting from a Memorandum of Understanding, or of rules or regulations governing personnel practices or working conditions.

B. Grievance - Informal - Verbal

When an employee feels he/she has been unfairly treated or does not agree with his/her supervisor on policy interpretation, he/she may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only after informal appeal through discussion with the immediate supervisor has not been successful. It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

C. Grievance - Formal - Written

If the informal answer given by the employee's supervisor is not satisfactory, the employee may appeal his/her grievance in the following manner:

1. Step I - Supervisor

Within ten (10) working days following time occurrence of the alleged grievance, the employee will present his/her views to his/her supervisor on a grievance form, in duplicate, obtainable from the Human Resources Department. The supervisor will, within five (5) working days, enter his/her decision and the reasons for it, and return it to the employee. If the employee is not satisfied with the answer given, he/she may appeal as follows:

2. **Step II - Department Head**

Within five (5) working days of receipt of the supervisor's answer, the employee will forward the grievance to his/her department head. The department head will, within five (5) working days, enter his/her decision, the reasons for it, and return it to the grievant. If the employee is not satisfied with the decision, he/she may appeal as follows:

3. **Step III - City Manager**

Within five (5) working days of receipt of the department head's answer, the employee will forward the grievance to the City Manager. The City Manager will, within five (5) working days, enter his/her decision, the reasons for it, and return it to the employee and to Fire Management. The decision of the City Manager is final and binding on all parties.

D. **General**

1. **Time Limits**

a. **Time Elapse**

If the time limit at any step should elapse, the decision rendered at the previous step will be understood to have been accepted. For example, if an employee does not forward a Step I decision to Step II within five (5) working days, it is understood that he/she has accepted the Step I decision and the matter is closed.

b. **Time Extension**

Time limits may be extended by mutual consent by parties involved or by the Director of Human Resources.

c. **Suppression Shift Employees**

Due to the unique work schedule of fire suppression shift employees, response time shall be ten (10) calendar days for each step of the grievance appeal process for both the grieved employee, and the Fire Supervisor and Fire Management.

2. **Grievance Settled - Form Distribution**

When a grievance is settled, the employee will keep the duplicate of the form, and the original will be placed in the grievance file in the Human Resources Department.

3. **Representation**

An employee utilizing this procedure may be represented or assisted by, not to exceed three, authorized representatives in the preparation, presentation and hearing of a grievance. The supervisor, department head and City Manager may also be accompanied by other persons in conferences or hearings. Witnesses may be called and questioned by both parties.

4. **Time of Hearings**

All grievances will be heard during working hours if practicable. Aggrieved employees, their representatives, and all witnesses will be given reasonable time off without loss of pay, and benefits for the purpose of presenting grievances.

5. **Grievances Not Appealable to Civil Service Commission**

The grievance procedure is not intended as a means of appealing actions under the jurisdiction of the Civil Service Commission (examination, demotion, suspension, removal, etc.).

ARTICLE EIGHT
GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this agreement or by mutual agreement in writing during the terms of this Agreement, the Association and City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding or in the negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this agreement.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by Fire Management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior written agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State Law or City Charter.

B. Civil Service and Departmental Rules and Regulations

1. It is understood and agreed that there exists within the City, in written form, Civil Service and Departmental Rules and Regulations.
2. Except as specifically modified by this Memorandum of Understanding (MOU), these rules and regulations and any subsequent amendments thereto, shall be in full force and effect.
3. Before any new or subsequent amendments to these Civil Service and/or departmental rules and regulations directly affecting wages, hours, and terms and conditions of employment, are implemented the City shall meet and confer with the Association regarding such changes.
4. Nothing provided herein shall prevent the City from implementing such rules and regulations changes provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provision of this Memorandum of Understanding can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding, including Amendments I, II, and III shall be for the period of eight (8) years commencing on July 1, 2006 and terminating after June 30, 2014.

VII. RATIFICATION AND IMPLEMENTATION

A. Acknowledgment

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by a simple majority vote of unit employees voting who are in classifications represented by the Association set forth in this agreement and adopted in the form of a resolution of the City Council.

B. Binding Agreement

When approved, as set forth in Section VII-A above, this agreement constitutes the binding agreement between the City and Association pursuant to Government Code 3500, as amended, and expresses all rights obligations and duties herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City and Association and entered into this 29th day of November, 2011.

**GLENDALE FIREFIGHTERS
ASSOCIATION (GFFA)**

CITY OF GLENDALE, CALIFORNIA

**Chris Stavros, Chief Negotiator
GFFA President**

**Matt Doyle, Chief Negotiator
Director of Human Resources**

**Mike Powell
GFFA Consultant**

**Harold D. Scoggins
Fire Chief**

**John Fitzgerald
GFFA Negotiating Committee**

**Yasmin Beers
Deputy City Manager**

**Ted Huber
GFFA Negotiating Committee**

**Robert Elliot
Director of Finance**

**Phil Ambrose
GFFA Negotiating Committee**

**Mania Hoonanian
Senior Human Resources Analyst**

In witness whereof, the parties hereto have caused this agreement to be executed this 29th day of November 2011.

**GLENDALE FIREFIGHTERS
ASSOCIATION (GFFA)**

CITY OF GLENDALE, CALIFORNIA

Chris Stavros, GFFA President

James E. Starbird, City Manager

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