

RESOLUTION NO. 7037

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA
AND THE SOUTH PASADENA BATTALION CHIEFS' ASSOCIATION**

WHEREAS, California Government Code section 3500 (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

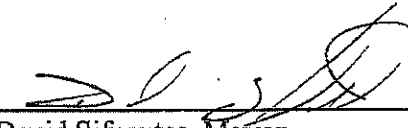
WHEREAS, the City's negotiating team periodically met and conferred with the South Pasadena Battalion Chiefs' Association (SPBCA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the Battalion Chiefs' Association have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

"Exhibit A" is approved and adopted by the City Council of the City of South Pasadena.

PASSED, APPROVED AND ADOPTED ON this 15th day of April, 2009.




David Sifuentes, Mayor

ATTEST:



Sally Kilby, City Clerk

APPROVED AS TO FORM:



Richard L. Adams II, City Attorney


I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 15th day of April, 2009 by the following vote:

AYES: Cacciotti, Putnam, Schneider, Ten and Mayor Sifuentes

NOES: None

ABSENT: None

ABSTAINED: None



Sally Kilby, City Clerk

EXHIBIT A

CITY
of
SOUTH PASADENA

BATTALION CHIEFS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2008-2011

EFFECTIVE JULY 1, 2008 – JUNE 30, 2011

TABLE OF CONTENTS

SECTION	PAGE
1. Agreement Provisions.....	5
1(a) Parties.....	5
1(b) Term of Agreement.....	5
2. Classifications Recognized.....	5
2(a) Recognized Representatives.....	5
2(b) Recognized Classifications.....	5
3. Association Rights.....	5
3(a) Dues and Benefits Deduction.....	5
3(b) Change of Status Report.....	6
3(c) Grievance Representation.....	6
4. Management Rights.....	6
5. Compensation.....	8
5(a) Salary Surveys.....	8
5(b) Salary Schedule Adjustment.....	8
5(c) UUT Distribution.....	8
5(d) Overtime Calculations.....	9
6. Retirement Benefits.....	9
6(a) CalPERS.....	9
7. Insurance Benefits.....	10
7(a) Medical Insurance.....	10
7(b) Dental Insurance.....	10
7(c) Life Insurance.....	10
7(d) Vision Care.....	11
7(e) Long Term Disability.....	11
7(f) Opt-Out Provision.....	11
7(g) Re-Enrollment Provision.....	11
7(h) IRS 125 Plan.....	12
8. Recognized Holidays.....	12
8(a) Acknowledged Holidays.....	12
9. Floating Holidays.....	12
9(a) Accrual Rates.....	12
9(b) Use of Floating Holidays.....	12

Battalion Chiefs' Association MOU

RESOLUTION NO. 7037

10. Vacation13
 10(a) Accrual Rates13
 10(b) Maximum Accumulation13
 10(c) Buy-Back13

11. Sick Leave13
 11(a) Accrual Rates13
 11(b) Maximum Accumulation14
 11(c) Sick Leave Incentive14
 11(d) Conversion to CalPERS Service Credits14
 11(e) Use of Sick Leave15
 11(f) Sick Leave Used on Holidays15
 11(g) Verification of Sick Leave15

12. Bereavement and Family Illness Leave16
 12(a) Accrual Rates16
 12(b) Use of Bereavement and Family Illness Leave16

13. Uniforms16

14. Working Conditions16
 14(a) Meals16
 14(b) Work Schedule17

15. Other Benefits17
 15(a) Longevity Pay17
 15(b) Seniority17
 15(c) Fitness Program18
 15(d) Tuition Reimbursement18
 15(e) Reimbursement for Meetings and Seminars18
 15(f) Educational Incentive Pay19
 15(g) Certificate Bonus Pay19
 15(h) Bilingual Pay20
 15(i) Chief Officer Notification Benefit20
 15(j) Movie Detail20

16. Layoff Procedure20

17. Payment Procedures20
 17(a) Buy-Backs and Uniforms20
 17(b) Bonus Checks21
 17(c) Definition of Separate Warrant21

18. Staffing21

19. General Provisions21
 19(a) Severability Provision21

Battalion Chiefs' Association MOU

RESOLUTION NO. 7037

Page 6

19(b) Effect.....21

19(c) Prior and Existing Conditions.....21

19(d) Amendments to this MOU.....22

19(e) Reopeners.....22

20. Ratification and Implementation.....23

Appendix A: Battalion Chiefs' Association Salary Schedule

*Battalion Chiefs' Association MOU*RESOLUTION NO. 7037

Page 7

1. AGREEMENT PROVISIONS

1(a) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City", and the Battalion Chiefs' Association pursuant to Government Code section 3500 et. seq.

1(b) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2008, and shall continue in full force until June 30, 2011, and shall not be subject to any change or further discussion except as provided herein.

2. CLASSIFICATIONS RECOGNIZED

2(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA BATTALION CHIEFS' ASSOCIATION as the exclusive representative for all full-time battalion chiefs' of the South Pasadena Fire Department.

2(b) RECOGNIZED CLASSIFICATIONS

Existing Classifications: The following are recognized classifications for the Battalion Chiefs' Association:

A. Battalion Chief

3. ASSOCIATION RIGHTS

3(a) DUES AND BENEFITS DEDUCTIONS

The City shall continue to deduct dues and Association-sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorize the deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within thirty (30) days following the deduction. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

3(b) CHANGE OF STATUS REPORT

The City shall send to the Association on a monthly basis a change-of-status record of those Association members who are terminated, on leave-of absence, or temporarily disabled.

3(c) GRIEVANCE REPRESENTATION

The City shall provide for the following rule on representation and grievance procedures:

An employee with a grievance may select a representative from the association to assist the employee in utilizing the grievance procedure:

1. The representative shall obtain approval of his/her immediate supervisor before spending any work time in activity related to the grievance procedure. Representatives may spend the time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to grievance processing, investigate allegations that may form the basis for the grievance, and if so requested, appear with the grievant at all levels of grievance resolution. This activity may be undertaken without reprisal, discrimination or intimidation. The following steps shall be taken to ensure that this activity does not interfere with the ongoing operations of the Department:
2. The representative may not leave his/her workstation or enter a work location under the supervision of other than his immediate supervisor without obtaining prior approval of the concerned supervisors.
3. No overtime pay will be paid for any time spent in the processing of grievances.

4. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, boards;
2. Set standards and levels of service;
3. Determine the procedures and standards of selection of employment and promotions;

*Battalion Chiefs' Association MOU*RESOLUTION NO. 7037

Page 9

4. Direct its employees;
5. Establish and enforce dress and grooming standards;
6. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;
7. Determine the content and intent of job classifications;
8. Determine methods of financing;
9. Determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
10. Determine and/or change the facilities, methods, technology, means, or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
11. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including but not of the limited to, the right to contract for or sub-contract any work or operations of the City;
12. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
13. Establish and modify productivity and performance programs and standards;
14. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
15. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
16. Take all necessary actions to carry out its mission in emergencies and;
17. Exercise complete control and discretion over its organization and technology of performing its work.

The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the procedure herein and shall not supersede the City Personnel Rules and MOU'S. Except emergencies or when the City is required to make changes in its operations because of the requirement of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with

representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights, provided for in the MOU, or in the Personnel Rules and Salary Resolutions. By agreeing to Meet and Confer with the Association as to the impact of the exercise and of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

5. COMPENSATION

5(a) SALARY SURVEYS

Future compensation would be negotiated after evaluating the compensation packages of area San Gabriel Valley cities and other relevant factors. The City will consider information provided by the Association for the following cities:

ALHAMBRA	EL MONTE	PASADENA
ARCADIA	LA VERNE	SAN GABRIEL
BURBANK	MONROVIA	SAN MARINO
COVINA	MONTEREY PARK	WEST COVINA

5(b) SALARY SCHEDULE ADJUSTMENTS

Across the board salary increases shall be as follows, effective on the payroll period commencing on or after the following dates:

January 1, 2009	3%
July 1, 2009	3%
July 1, 2010	3%

Retroactive increases shall apply to, but not limited to: base salary, overtime, acting pay, holiday, vacation, sick leave, and longevity. However, it will not be applicable to work paid for by a "third party" such as specialty assignments related to work on films and others alike.

The base salary increase will be funded each year by use of UUT monies (the 35% of 3%) in an amount equal to 1%. For example, in year one, 33% of the base salary increase will be funded by UUT monies.

5(c) UUT DISTRIBUTION

Commencing with the first payroll period of July 1, 2008 and ending with the last payroll period of June 2010, the City shall make quarterly distributions to each employee within the unit represented by the Battalion Chief's Association in an amount equal to a quarterly division of the received UUT monies (not to exceed 35% of the 3% UUT monies) by the total number of full time City employees. The City is in the process of determining the extent and manner, if any, by which part time employees shall participate in the distribution or other use of UUT monies. If the Council determines that part time employees shall participate in said distributions, the manner and amount of said distribution is recognized as having a negative impact on the monies available to fulltime City employees.

The manner, if any, in which the 35% of the 3% UUT increases will be distributed for the period commencing July 1, 2010 and ending not later than the last payroll period of June 2013, shall be subject to a reopener.

The method of distributing UUT provisions shall be subject to the below Article 20(e) reopener provisions regarding decrease in general fund revenues and impact of disasters. In such case, prospective UUT distributions would immediately cease, to be followed by the meet and confer process.

5(d) OVERTIME CALCULATIONS

Paid Time-Off shall be considered time worked for the purposes of calculating overtime.

6. RETIREMENT BENEFITS

6(a) CALPERS

1. 2% at 50: The City agrees to continue its current contract with PERS to provide all Fire Safety Employees with the 2% at age fifty option (Government Code Section 21362)

In the event that the City agrees to provide either the South Pasadena Firefighters' Association or the South Pasadena Police Officers' Association an increase in retirement benefits, the South Pasadena Battalion Chiefs' Association shall also concurrently receive the same increase in retirement benefits.

2. Veterans: The City shall contract with PERS to provide for veterans to buy back military service time (Government Code Section 20996).
3. The City shall provide the Post Retirement Survivor Allowance benefit, Level 4 (Government Code Section 21624, 21626, 21628).
4. The City shall adopt a resolution implementing IRS Section 414(h)(2) no later than January 20, 1999. This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
5. Sick Leave Conversion: The City agrees to contract for the benefit of sick leave conversion pursuant to Section 20862.8 and 20963 of the California Government Code.
6. Highest one year: Effective January 1, 1982, the computation for retirement benefit for each employee in the bargaining unit shall be

computed on their highest single year's salary pursuant to Section 20042 of the State Government Code.

7. City Paid Employee's Share: The City shall pay one hundred percent (100%) of employees' retirement contribution or nine percent (9%), whichever is less.
8. RETIRED EMPLOYEE'S MEDICAL COVERAGE

As regards employees hired prior to the date of Council adoption of this 2008-2011 Memorandum of Understanding, the City shall pay 100% of the premium for all retired employees. Unit members hired on or after the date of City Council adoption of this Memorandum of Understanding shall upon retirement be eligible for City funding of medical insurance premium in the same manner as are previously hired employees, if the retirement follows at least seven (7) consecutive and full years of City service, and the individual is in the employ of the City at the time of retirement.

7. INSURANCE BENEFITS

7(a) MEDICAL INSURANCE

1. The City will contribute \$500 per month toward employee and dependent medical coverage. Starting with the second payroll in July 2004, which is when medical benefit deductions are made, the City will contribute an amount not to exceed \$625 per month toward employee and dependent medical premiums.
2. In the event that the City agrees to provide either the South Pasadena Firefighters' Association or the South Pasadena Police Officers' Association an increase in medical benefits, the South Pasadena Battalion Chiefs' Association shall also concurrently receive the same increase in medical benefits.

7(b) DENTAL INSURANCE

1. The City agrees to provide \$75.00 per month for employee and dependent dental coverage.
2. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost to the City for a new carrier does not exceed the current \$75.00 per month.

7(c) LIFE INSURANCE

*Battalion Chiefs' Association MOU*RESOLUTION NO. 7037

Page 13

Employee Coverage: Effective July 1, 1992, the City agreed to provide for each employee in the bargaining unit a life insurance policy in the sum of fifty thousand dollars (\$50,000).

7(d) VISION CARE

Employee and Dependent Coverage: It is agreed that the City will pay up to \$20.00 per month of the employee and dependent premium.

7(e) LONG TERM DISABILITY

1. The City will contribute 100% of the full cost of a Long-Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.
2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.

7(f) OPT OUT PROVISION

Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from another source must accompany the request of cancellation of coverage.

7(g) RE-ENROLLMENT PROVISION

Employee who opts out under Section 7(f) may choose to re-enroll in the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. Employee who wishes to re-enroll may do so only during the open enrollment period unless a qualifying event or retirement occurs, which will then permit the employee to re-enroll before the next open enrollment period.

7(h) IRS 125 PLAN

Effective the first payroll period commencing on or after July 1, 2009, the City shall implement an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

8. RECOGNIZED HOLIDAYS

8(a) ACKNOWLEDGED HOLIDAYS

The City shall grant the following holidays to all employees, including regular (permanent) part-time employees:

- 1. January 1New Year's Day
- 2. 3rd Monday in February.....President's Day
- 3. Last Monday in MayMemorial Day
- 4. July 4Independence Day
- 5. 1st Monday in SeptemberLabor Day
- 6. 2nd Monday in OctoberColumbus Day
- 7. November 11Veteran's Day
- 8. 4th Thursday in NovemberThanksgiving Day
- 9. 4th Friday in NovemberFriday after Thanksgiving
- 10. December 25Christmas Day

Holiday Shift: For the purpose of this MOU, a holiday is defined as a 12-hour period.

Holiday Pay: Any employee whose regular schedule does not require the employee to work on a Holiday shall be paid at the rate of twelve (12) hours of straight time. Any employee whose regular schedule requires the employee to work on a holiday shall be paid for a 12-hour holiday in addition to their salary for the shift.

9. FLOATING HOLIDAYS

9(a) ACCRUAL RATES

Three floating holiday shifts are granted to the employee during each fiscal year after (6) months of employment at his/her request at a time he/she selects, which meet the approval of the department head. A floating holiday shift shall be defined as a 24-hour period.

9(b) USE OF FLOATING HOLIDAYS

Each employee is entitled to three (3) Floating Holiday shifts between July 1 and June 30 of each fiscal year. These floating Holidays may be taken either in time off or in pay. Floating Holidays may not be carried over. Each floating holiday shift is defined as a 24-hour period and each holiday shift shall be paid at the rate of twenty four (24) hours of straight time.

10. VACATION

10(a) ACCRUAL RATES

It is understood that vacation is earned as per this Vacation Time Schedule Chart:

VACATION TIME SCHEDULE CHART

YEARS OF SERVICES	SHIFTS OF VACATION
0 - 2 YEARS	8 SHIFTS
3 - 4 YEARS	9 SHIFTS
5TH YEAR	10 SHIFTS
6 - 10 YEARS	11 SHIFTS
11 - 15 YEARS	12 SHIFTS
16 - 20 YEARS	13 SHIFTS
21 - 24 YEARS	14 SHIFTS
25TH YEAR & OVER	17 SHIFTS

10(b) MAXIMUM ACCUMULATION

It is the goal of association members and the City that no more than a one-year allocation of shifts as per the Vacation Time Chart be accumulated. It shall be incumbent upon the Fire Chief to ensure that employees are allowed time off. If, at any time after December 31, 1999, an employee's vacation accumulation exceeds the equivalent of eighteen months worth of accrual, the employee's vacation accrual will cease until it falls below eighteen months.

10(c) BUY-BACK

Vacation: Upon the request of a member and the approval of the Fire Chief, a member will have the option of payment in lieu of time-off for up to three (3) 24 hour shifts each fiscal year.

11. SICK LEAVE

11(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 5.54 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. One sick leave day is equivalent to one 24-hour shift.

Battalion Chiefs' Association MOU

RESOLUTION NO. 7037

11(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

11(c) SICK LEAVE INCENTIVE

- 1. At the end of each fiscal year, employees who have accumulated 240 hours of sick leave may convert accumulated sick leave to cash at the rate of 100 hundred percent (100%) as follows:

No sick leave use during the fiscal year.....48 hours of buy-back, or

One to two days of sick leave use during the fiscal year24 hours of buy-back, or

Three days of sick leave use during the fiscal year12 hours of buy-back, or

Over three days of sick leave use during the fiscal year0 hours of buy-back

For employees hired on or after July 1, 2000:

No sick leave use during the first and second year of employment.....24 hours of buy-back

Up to one-day sick leave use during the second year of employment.....12 hours of buy-back

After the second year of employment, employee is eligible for the regular buy-back incentive.

- 2. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
- 3. Sick leave transferred to another employee's sick leave bank will not be counted for the purposes of the incentive buy-back program.

11(d) CONVERSION TO CALPERS SERVICE CREDIT

Upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service

credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

11(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

1. Employee's own illnesses that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.
2. Employee's family member's illness
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of a spouse, parent, or child. Battalion Chiefs accrue 143.78 hours per year of sick leave. Therefore, up to 71.89 hours may be used to attend to the illness of a spouse, parent, or child.

11(f) SICK LEAVE USED ON HOLIDAYS

If an employee uses sick leave during a holiday, the time shall be deducted from the employee's sick leave and the holiday pay will remain. A holiday shall be defined as beginning at 8:00 a.m. of the day the holiday actually occurs and continue until 8:00 a.m. the following day. This definition shall be used only for the purpose of determining whether or not a firefighter uses sick leave during a holiday.

11(g) VERIFICATION OF SICK LEAVE

1. The City shall have the option to require a doctor's verification of the adequacy of the reason for an employee's absence during the time for which sick leave was requested only after three consecutive sick leave shifts are used.
2. If the employee has a history or pattern of sick leave misuse or overuse, the City may require written verification or medical documentation even if the employee does not use three consecutive shifts of sick leave as outlined above. Examples of misuse or overuse include but are not limited to:

- Use of sick leave in conjunction with vacation, trades, or other authorized leave.
- Significantly lower number of accumulated sick leave hours than the average of other employees.
- Significantly higher number of sick leave days taken compared to other employees.

12. BEREAVEMENT AND FAMILY ILLNESS LEAVE

12(a) ACCRUAL RATES

Employees shall receive a total of four (4) shifts of paid Bereavement and Family Illness Leave each fiscal year.

12(b) USE OF BEREAVEMENT AND FAMILY ILLNESS LEAVE

Use of Bereavement and Family Illness Leave shall be limited to two (2) occurrences per fiscal year, and two (2) shifts per occurrence.

Employees may use Bereavement and Family Illness Leave for the death or major illness of a family member. For the purposes of Bereavement and Family Illness Leave, family members shall include: spouse, parents, child, stepchild, parents-in-law, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement and Family Illness Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

13. UNIFORMS

Uniform Replacement Allowance: Effective December 7, 1994, \$475.00 per year for the purchase of uniforms for sworn employees.

Uniform Maintenance Allowance: \$200 per employee per fiscal year.

Class "A" Uniform: new employees who successfully complete their probationary period will be provided with one (1) Class "A" uniform. The definition of a class "A" uniform will be established by way of a memorandum. Any proposed change to the list of items shall be discussed with department members prior to implementing the change.

14. WORKING CONDITIONS

14a) MEALS

1. Meals Together: Effective upon the execution of this MOU, the City shall amend the South Pasadena Municipal Code so as to include a requirement

that all shift personnel through and including the rank of Battalion Chief shall be required to eat all on-duty meals together.

2. Monthly Meals Deduction: Effective January 1, 1990 the monthly meal deduction per Firefighter will be \$100.00.

14(b) WORK SCHEDULE

1. Work Week Defined: For all members of the bargaining unit, a workweek shall be defined as fifty-six (56) hours worked in a seven (7) day period.
2. Shift Schedule: Effective July 1st, 2005, the work shift schedule for all Battalion Chiefs assigned to shift duty will be 48 hours on duty and 96 hours off duty.
3. Shift Trade – December 24th and December 25th: In the event a shift is required to work December 24th and 25th, the shift assigned to work on December 23rd, will work on December 24th, and the shift assigned to work on December 24th, will work on December 23rd. For the purpose of payroll, this will be considered a 24-hour trade.
4. FLSA Cycle: The FLSA cycle will consist of a twelve (12) day cycle starting at 0800 hours.

15. OTHER BENEFITS

15(a) LONGEVITY PAY

1. 2% Each 5 Years: It is agreed that effective July 1, 1984, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year intervals of service.
2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired after January 1, 1996. Members on the City payroll on or before December 31, 1995 will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions of Section 2A "2% Each 5 Years". Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.

15(b) SENIORITY

For administrative purposes, seniority shall date from the date of the first appointment to the Department, whether temporary, limited, or otherwise -

Battalion Chiefs' Association MOU

RESOLUTION NO. 7037

Page 20

provided, however, that service is unbroken. If service is broken by resignation or removal, seniority shall date from the date of last appointment to the department.

15(c) FITNESS PROGRAM

1. Annual Cash Bonus: Members who pass standards of a voluntary physical fitness program, which is currently established by the South Pasadena Firefighter's Association, will receive a \$300, \$400, or \$500 annual cash bonus. Bonus shall be paid in December of each year that the member meets program standards.
2. Fitness Coordinator: There shall be authorized one (1) program coordinator who shall be responsible for the implementation and operation of the program.
 - a. Appointment of the coordinator shall be made by the Fire Chief. The coordinator shall receive 5 % of base salary for management of program activities. Said 5 % shall be effective January 1, 1993.
 - b. Duties: Fitness Coordinator shall prepare and implement program standards and shall be responsible for setting up required record keeping process, conducting voluntary physical fitness tests and for the establishment of a program reporting process, which, along with other needs, provides the Finance Department with a timely schedule of which employees and how much of a fitness bonus each employee shall receive. Timely notice shall be at least 30 days.

15(d) TUITION REIMBURSEMENT

Tuition reimbursement shall be in an amount equal to the California State University system cost per unit, regardless of the institution that the employee is actually enrolled in.

Eligibility for tuition reimbursement shall be limited to those courses reasonably designed to facilitate the performance of an employee's job duties. Determination of which courses are eligible for reimbursement, shall be determined by the City Manager or his/her designee.

Tuition reimbursement shall be available only where the City Manager or his/her designee has approved the course prior to enrollment.

Tuition reimbursement shall be conditioned upon achievement of a grade C or "pass" where the course is pass/fail.

15(e) REIMBURSEMENT FOR MEETINGS AND SEMINARS

Quarterly Officers Meetings: It is agreed that the City will compensate each off duty officer who attends quarterly meetings at the rate of time and one-half of the employee's base rate.

Seminars: Per the City's Administrative Policy, it is agreed that the City will provide a per diem for employees who voluntarily attend approved seminars to compensate for meals, travel, lodging, and other related charges.

15(f) EDUCATIONAL INCENTIVE PAY

AA or AS Degrees: Unit members employed prior to January 31, 1998 and who prior to July 31, 1998 possessed or earned an AA or AS degree, shall receive a two and one-half (2.5%) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible for this differential upon proof of having completed thirty (30) fire service related units and Department Head approval, prior to July 31, 1998.

BA or BS Degrees: Unit members employed prior to January 31, 1998 and who prior to January 31, 1998 possessed or earned a BA or BS degree as of January 31, 1998, shall receive a five percent (5 %) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible upon proof of sixty (60) fire service related units and Department Head Approval, having occurred prior to January 31, 1998.

5% maximum: However, in no case shall the total education pay differential for any employee exceed five percent.

15(g) CERTIFICATE BONUS PAY

1. As of January 1, 1999, the City will provide "in-house" continuing education for paramedic certification. So long as the city continues such training, the bonus payment of \$1,000 paid to firefighter paramedics will not be paid. In the event the "in house" training becomes unavailable for any reason, firefighter paramedics will begin to receive the bonus and will be required to obtain training necessary to maintain their certifications off duty as was done prior to this agreement.
2. If during the period a paramedic is in the process of continuing education the in-house program is discontinued for any reason and the paramedic's certification lapses because of the discontinuation of the program, the City agrees to compensate the paramedic for the required coursework and will continue to pay the paramedic at the firefighter paramedic rate of pay while he is completing the certification even though he or she may not be able to perform paramedic duties. This provision does not apply to a firefighter paramedic who fails to obtain his certification.

3. Prior to January 1, 2000 the City will evaluate the in-house program. Participants in the program will be given the opportunity to provide a written evaluation of the program for City review. If the Firefighters' Association desires to meet and confer concerning the program, or the results of the first year of the program, it will make the request to meet and confer no later than January 31, 2000.

15(h) BILINGUAL PAY

Members, who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five (\$75.00) dollars in compensation each month. Prior to receiving such additional compensation, members shall be required to take and pass a bilingual proficiency test as established and agreed to between the City and the Association. The program will become effective upon the adoption of this resolution.

15(i) CHIEF OFFICER NOTIFICATION BENEFIT

\$120 will be paid annually to each Battalion Chief for cell phone expenses.

15(j) MOVIE DETAIL

Effective July 2, 2007, the first day of the payroll period, a standardized movie detail pay scale is applied to all Battalion Chiefs at a flat rate of \$50 per hour. The following movie detail policy applies to all members covered by the agreement:

Definition: FSO shall be the abbreviation for Fire Safety Officer.

Any FSO scheduled to work a movie detail shall be paid a minimum of eight (8) hours.

An FSO who is notified of a cancellation of his/her movie detail 24 hours or less from the scheduled start time of the detail shall be paid for the entire scheduled detail.

An FSO who is notified of a change in scheduled hours of his/her movie detail 24 hours or less from the scheduled start time shall be paid for the originally scheduled hours, or the re-scheduled hours, whichever is greater.

16. LAYOFF PROCEDURE

Layoffs shall occur according to Rule 14.3 of the City's Personnel Rules and Regulations.

17. PAYMENT PROCEDURES

17(a) BUY-BACKS AND UNIFORMS

*Battalion Chiefs' Association MOU*RESOLUTION NO. 7037

Page 23

Leave buy-backs and uniform replacement and maintenance allowances shall be paid in July with a single separate City warrant pursuant to Section 17(c). Buy-backs not made in July but during the year, will be included with the employee's regular paycheck.

17(b) BONUS CHECKS

Paramedic and Physical Fitness bonus checks shall be paid in December with a separate City warrant pursuant to Section 17(c).

17(c) DEFINITION OF SEPARATE WARRANT

For purposes of definition under this Article, separate City warrant means a City warrant other than the one used to compensate an employee for hours worked (paycheck).

18. STAFFING

Each shift shall be staffed with a minimum of seven full-time South Pasadena fire suppression employees.

19. GENERAL PROVISIONS

19(a) SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdictions, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

19(b) EFFECT

It is understood and agreed that this Agreement shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this Agreement shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises, and representation made by either party, and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

19(c) PRIOR AND EXISTING CONDITIONS

It is agreed and understood that all prior and existing terms and conditions of employment as well as past practices, including but not limited to, ordinances, resolutions, policies, and procedures, employee rules and personnel rules, which

relate to employee wages, hours, and other terms and conditions of employment, which are not specifically changed, amended, or abridged by this Memorandum of Understanding continue in full force. Furthermore, it is understood and agreed that for the term of this Agreement neither the City nor the Association shall be compelled to negotiate with the other concerning any negotiable issue except as provided for herein and/or by mutual agreement of the parties.

19(d) AMENDMENTS TO THIS MOU

The provisions of the MOU can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing and signed by the designated representatives of the City of South Pasadena and the Association and adopted by the City Council of the City of South Pasadena.

19(e) REOPENERS

During the term of this MOU, the parties agree to reopen the meet and confer process regarding the amendment of the existing personnel rules and regulations and adoption of successor rules and regulations. The reopener shall also apply to MOU revisions designed to address the Firefighters' Bill of Rights Act, Government Code §§ 3250 et. seq.

This Memorandum of Understanding shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the term of this MOU:

- a. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
- b. A determination made in the sole discretion of the City Council of the City that an act of god, or natural disaster (including but not limited to floods, earthquakes, draught, infrastructure failure or other unforeseeable event(s)) has occurred with a reasonably foreseeable consequence being the necessity of utilization of any or all of the 35% of 3% UUT distribution to remedy said consequences.
- c. A determination by the City Council to implement this Section a. or b. shall not be subject to administrative or judicial challenge.

Upon the City Council invocation of this Article, increases in compensation initially provided for in this 2008-2011 MOU shall immediately cease and revert to

thereafter convene the meet and confer process.

Battalion Chiefs' Association MOU

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multi-year MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

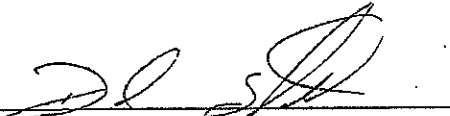
PERSONNEL RULE REOPENER – During the term of this MOU, the parties agree to reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

20. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this 15th day of April, 2009.

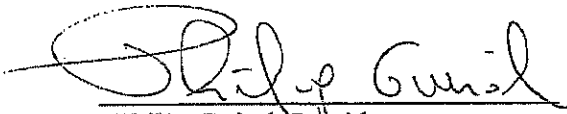
CITY OF SOUTH PASADENA

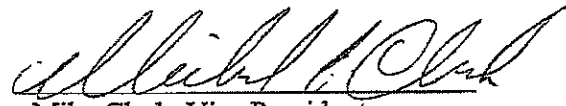
ATTEST


David Sifuentes, Mayor


Sally Kilby, City Clerk

SOUTH PASADENA BATTALION CHIEFS' ASSOCIATION


Philip Guiral, President


Mike Clark, Vice President


Rudy Pock, Secretary

Battalion Chiefs' Association MOU

Appendix A
Battalion Chiefs' Salary Schedule

RESOLUTION NO. 7037
Page 24

	A	B	C	D	E
Battalion Chief	\$7,092	\$7,446	\$7,818	\$8,209	\$8,620

Effective January 5, 2009

Battalion Chiefs' Association MOU

RESOLUTION NO. 7037

Page 25

Appendix A
Battalion Chiefs' Salary Schedule

	A	B	C	D	E
Battalion Chief	\$7,304	\$7,670	\$8,053	\$8,456	\$8,878

Effective July 6, 2009

Battalion Chiefs' Association MOU

Appendix A
Battalion Chiefs' Salary Schedule

RESOLUTION NO. 7037
Page 26

	A	B	C	D	E
Battalion Chief	\$7,523	\$7,900	\$8,295	\$8,709	\$9,145

Effective July 5, 2010