

EXHIBIT 3

SAN GABRIEL FIRE MANAGEMENT GROUP MOU Language

ARTICLE 1. TERM OF THE AGREEMENT

This MOU, when approved and ratified, shall be effective June 24, 2017 and shall remain in effect until June 30, 2020.

ARTICLE 2. COMPENSATION

Salary Ranges: The base step ranges shown in Exhibit "A," attached hereto, shall be applicable for the base salary for each classification to be effective retroactive to June 24, 2017.

The base step ranges shown in Exhibit "B," attached hereto, shall be applicable for the base salary for each classification to be effective June 23, 2018.

The base step ranges shown in Exhibit "C," attached hereto, shall be applicable for the base salary for each classification to be effective the first pay period of July 2019.

In March 2019, the Fire Management Group (FMG) has the exclusive and sole right to re-open the MOU on the subject of base salary increases. The City agrees to meet and confer in good faith on the subject of base salary increases. The failure of the parties to reach mutual agreement shall not require the City to implement any additional base salary increases beyond the already agreed upon one percent (1%) effective the beginning of the first pay period in July 2019. The failure to reach mutual agreement is not subject to the impasse procedure; the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in Superior Court.

ARTICLE 3. OVERTIME

Effective January 1, 2018, employees shall be compensated at straight time for up to eight (8) hours per month when directed by the Fire Chief to attend meetings on a regular day off.

In March 2018, the Fire Management Group (FMG) has the exclusive and sole right to re-open the MOU on the subject of overtime compensation for attendance at meetings outside the normal work hours. The City agrees to meet and confer in good faith on the subject of overtime compensation related to attendance at meetings outside the normal work hours. The failure of the parties to reach mutual agreement shall not require the City to implement any change to overtime beyond the current language related to overtime. The failure to reach mutual agreement is not subject to the impasse procedure; the MOU grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in Superior Court.

Overtime compensation will be paid in 15-minute increments; any time between a 15-minute period shall be rounded down.

ARTICLE 4. EDUCATIONAL INCENTIVE PAY

Effective June 24, 2017, current employees who possess an A.A. or A.S. degree from an accredited college or university shall receive three hundred dollars (\$300) per month. For employees who obtain this degree after the above effective date, such pay shall be effective the first pay period after Human Resources receives proof of such degree.

Effective June 24, 2017, employees who possess a B.A. or B.S. degree from an accredited college or university shall receive three hundred dollars (\$600) per month. For employees who obtain this degree after the above effective date, such pay shall be effective the first pay period after Human Resources receives proof of such degree.

Effective January 1, 2020, the minimum educational requirement for the classification of Fire Division Chief shall be an A.A. or A.S. degree from an accredited college or university. All employees appointed to this classification on or after January 1, 2020 must have this degree.

Effective January 1, 2022, the minimum educational requirement for the classification of Fire Division Chief shall be an B.A. or B.S. degree from an accredited college or university. All employees appointed to this classification on or after January 1, 2022 must have this degree.

ARTICLE 5. HEALTH BENEFIT PROGRAM

Effective with the first pay period of January 2018, the City will contribute a maximum of \$1568 per month for employee and dependent monthly medical, dental and vision premiums for insurance plans offered through the City. Employees will not receive any cash payout of extra monies.

A. Medical Insurance

The City participates with CalPERS for medical insurance plans via the CalPERS Public Employees Medical and Hospital Care Act (PEMCHA).

An employee can only opt out of medical coverage with the City only if they provide proof of other credible group coverage.

B. Dental Insurance

All full-time employees are required to participate in the City-provided dental plan. The cost of employee only coverage is deducted from the City-provided monthly contribution of \$1568 per month. Employees may also purchase coverage for

eligible dependents. Dependents must enroll in the same dental plan as the employee.

Effective January 1, 2018, retirees and eligible dependents may participate in the Dental Care HMO plan at their own expense.

C. Vision Insurance

All full-time employees are required to participate in the City-provided vision plan. The cost of employee only coverage is deducted from the City-provided monthly contribution of \$1568 per month. Employees may also purchase coverage in the City-provided vision plan for eligible dependents.

Effective January 1, 2018, retirees and eligible dependents may participate in the City-provided vision plan at their own expense.

An employee who opts out of medical coverage with the City shall only be eligible to receive monies to provide for employee and dependent coverage in the City-provided dental and vision insurance plans. Employees will not receive any cash payout of extra monies.

ARTICLE 6. VACATION

A. Annual Vacation Accrual and Maximum Accrual

Fire 56-Hour Shift Personnel

<u>Years of Service</u>	<u>Annual Accrual</u>
1 – 4	144 Hours
5 – 9	192 Hours
10 - 14	216 Hours
15+	240 Hours

Effective the first pay period in December 2017, the maximum vacation accrual rate for all employees shall be 504 hours. Effective the first pay period in December 2017, the maximum vacation accrual rate will be enforced. No vacation hours will accrue in excess of the maximum accrual.

Effective the first pay period in December 2017, any vacation hours in excess of the maximum accrual of 504 hours will be placed into a Vacation "B" Bank.

B. Cashout

Effective Fiscal Year 17/18, each year during the first full week in November, (for FY 17/18 only, during the designated period in December) an employee may voluntarily elect to be paid cash for up to maximum of fifty-six (56) hours of accrued vacation. The cash payout shall be included in the pay check for the first pay period of December. (For FY 17/18 only, the cash payout shall be included in the pay check for the second pay period of December.)

For fiscal year 17/18, the vacation cash out hours must be taken from the employee's regular accrual bank.

Employees with hours in Vacation "B" Bank must participate in the Annual Vacation Buyback each December and must buy back the full fifty-six (56) hours of vacation until this Vacation "B" Bank is depleted.

Any future cash payout from Vacation "B" Bank will be based on the employee's base rate of pay as of December 1, 2017.

Should an employee choose to use hours from the Vacation "B" Bank when taking vacation leave, these hours will be used based on the employee's then current base rate of pay.

ARTICLE 7. SICK LEAVE

Should an employee not have accrued sick leave available, the absence shall be charged to leave without pay (LWOP). If the employee provides doctor certification of the illness, the Fire Chief shall have discretion to determine whether the absence may be charged to accrued leave.

ARTICLE 8. BEREAVEMENT LEAVE

Forty-eight (48) hours of time off for bereavement leave may be granted with pay by the City Manager, per event, for the death of an employee's immediate family member—wife, husband, child, stepchild, parent, brother, sister, or grandparent (including natural, adopted, in-law, step, and half). Upon the recommendation of the Fire Chief and approval of the City Manager, bereavement leave may be granted for a member of the family other than those listed above.

ARTICLE 9. RE-OPENERS

The City and FMG agree to re-open the MOU to meet and confer regarding the development of a comprehensive MOU, update of the City's Civil Service Rules and Regulations, and implementation of a Health Reimbursement Account.

The FMG agrees to the items represented on this document as the City's MOU proposal and agrees to the terms of the proposed MOU. We have not received Exhibit A, Exhibit B, and Exhibit C and good faith accept the proposal with the understanding that all three exhibits will represent the agreed salary increase of 4%(2017), 1%(2018), 1%(2019).

 12/15/17

Newton Ong, Fire Management Group (FMG) President

**CITY OF SAN GABRIEL SALARY SCHEDULE
FIRE MANAGEMENT GROUP
Effective June 24, 2017**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Fire Division Chief	\$ 9,778	\$ 10,267	\$ 10,780	\$ 11,319	\$ 11,885

**CITY OF SAN GABRIEL SALARY SCHEDULE
FIRE MANAGEMENT GROUP
Effective June 23, 2018**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Fire Division Chief	\$ 9,876	\$ 10,369	\$ 10,888	\$ 11,432	\$ 12,004

**CITY OF SAN GABRIEL SALARY SCHEDULE
FIRE MANAGEMENT GROUP
Effective June 22, 2019**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Fire Division Chief	\$ 9,974	\$ 10,473	\$ 10,997	\$ 11,547	\$ 12,124