

**SAN GABRIEL FIREFIGHTERS' ASSOCIATION
1-Year Last, Best and Final
Terms and Conditions of Employment**

ARTICLE 1. TERM

These terms and conditions of employment shall be effective July 1, 2017 and shall remain in effect until June 30, 2018.

ARTICLE 2. COMPENSATION

Effective April 14, 2018, the first pay period following City Council approval, employees shall receive a two percent (2%) increase in base salary as shown in Exhibit "A," attached hereto.

ARTICLE 3. SHIFTS/HOURS OF WORK

56-Hour Week Employee

Standard Shift: The standard shift represents the time that an employee is regularly scheduled to work. A regularly scheduled shift that commences before midnight and ends the following day shall be reported, for payroll purposes, as time worked on the day the shift began.

The standard shift shall consist of forty-eight (48) consecutive hours, which commences at 0700 and ends at 0700 hours on the second day. The City may temporarily modify or change the number of hours in a standard shift to meet City service requirements in emergency situations with no loss of pay to Association members.

ARTICLE 4. OVERTIME

Definition: While the 48/96 schedule is in place for shift employees, overtime is defined as all hours actually worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day work period. If the City Council takes action to terminate the 48/96 schedule overtime will be defined as all hours worked in excess of two hundred four (204) hours in a 27-day work period. Overtime for employees assigned to other than shift work shall be those hours over 40 in a seven (7) day period. For purposes of overtime computation, time worked shall only include actual hours worked. The only exception is that vacation hours approved by the Fire Chief fourteen (14) days in advance, or more, shall count as hours worked. Overtime shall be reported in increments of fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen minutes. Overtime shall not affect leave accruals. Time spent while attending employee initiated

training shall not be considered as time worked for purposes of computing overtime. The City retains the right to require overtime to be worked as necessary.

Overtime Compensation: Overtime shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay. Time for which the employee has received time and one-half, shall not be counted as time worked for purposes of overtime.

Payment: Payment for overtime shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

Work period: The average number of hours worked in a bi-weekly period for employees shall be:

56 Hour Shift Personnel	112 Hours
40 Hour Staff Employees	80 Hours

7K Partial Overtime Exemption: The City and Association agree to use the 7K partial overtime exemption.

Premium Pay: Premium pay is the pay received for hours between one hundred ninety-two (192) hours worked and the one hundred eighty-two (182) FLSA maximum regular hours that may be scheduled in a twenty-four (24) day work cycle. If the City Council takes action to terminate the 48/96 schedule premium pay is the pay received for hours between two hundred sixteen (216) and two hundred four (204) hours.

ARTICLE 5. HEALTH BENEFIT PROGRAM

A. Medical Insurance

The City participates with CalPERS for medical insurance plans via the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA). Effective December 1, 2017, the City contribution to Medical Insurance will be as follows:

- Opt Out - \$0. Employees may only opt out if they provide proof of credible group coverage.
- Employee only - \$536 per month
- Employee +1 - \$1052 per month
- Employee + Family - \$1568 per month

B. Dental Insurance

All full-time employees are required to participate in the City-provided dental plan.

Effective January 1, 2018, the City contribution for Dental Insurance will be \$46.78 per month or the monthly dental premium for employee only, whichever is less.

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.

Effective January 1, 2018, the City contribution for Vision Insurance will be \$18.16 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.

ARTICLE 6. VACATION

A. Annual Vacation Accrual and Maximum Accrual

<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 April 14, 2018, the first pay period following City Council adoption, the maximum vacation accrual rate for all employees shall be 504 hours. Effective April 14, 2018, the first pay period following City Council adoption on April 3, 2018, the maximum vacation accrual rate will be enforced. No vacation hours will accrue in excess of the maximum accrual.

B. Cashout

Effective Fiscal Year 17/18, (for FY 17/18 only, during the first full week in May) each year during the first full week in November, an employee may voluntarily elect to be paid cash for up to a 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 May.)

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. NEW CLASSIFICATIONS

Effective April 14, 2018, the classification of Firefighter Paramedic will be created. All Firefighters currently receiving Paramedic Premium Pay will be reclassified as Firefighter Paramedics.

Effective April 14, 2018, the Deputy Fire Marshal assignment will be eliminated. Instead, the classification of Deputy Fire Marshal will be established as a non-safety classification and designated as a non-represented classification.

ARTICLE 10. PARAMEDIC COORDINATOR

Effective April 14, 2018, an employee assigned as a Paramedic Coordinator shall be compensated at two hundred fifty dollars (\$250) per month. While assigned as a Paramedic Coordinator, an employee must maintain his/her certification as a Paramedic.

Staffing of the assignment shall be made at the sole discretion of the Fire Chief and the duration of the assignment shall be at the sole discretion of the Fire Chief. However, every two years or earlier as may be solely deemed appropriate by the Fire Chief, letters of interest in the assignment shall be solicited and given consideration by the Fire Chief. The solicitation and consideration of letters of interest shall not be a mandate that the incumbent in the assignment be replaced.

The incumbent shall not have property rights in continuing in the assignment and shall have no method of contesting the manner in which the Fire Chief exercises his/her staffing discretion. The Fire Chief shall have sole discretion to abolish the assignment if and when the duties of the assignment are undertaken through cooperative relationships with other jurisdictions, or when in other circumstances, in the sole discretion of the Fire Chief, the need for the assignment is deemed to be of nominal value.

The duties of the Paramedic Coordinator assignment are subject to variation in the sole discretion of the Fire Chief. In general, an exemplar of typical duties are: oversight of the EMT-1 and Paramedic programs and provision of related training, ensuring compliance with county and state certification requirements for provision of emergency medical services, investigating both internally and externally generated service complaints and other related duties.

ARTICLE 11. USAR

Effective April 14, 2018, employees qualified at the USAR Heavy Equipment level assigned by the Fire Chief to receive USAR special assignment pay shall be paid seventy-five dollars (\$75) per month. The Fire Chief shall determine the number of employees who will receive the pay subject to a maximum of six (6) employees per shift. Employees receiving USAR special assignment pay will be required to requalify every six (6) months. The Fire Chief shall have the sole discretion to determine the components and passing requirements for such requalification.

ARTICLE 12. WITNESS LEAVE PAY

An employee attending a legal proceeding (administrative, civil, or criminal) in his/her own case against the City will not be paid for this time.

A party (either the City, the Association, or an individual employee) who calls an employee as a witness in a legal proceeding (administrative, civil, or criminal) shall be responsible for compensating that employee for his/her attendance at that legal proceeding.

ARTICLE 13. RE-OPENERS

The City and FFA will meet and confer regarding the development of a comprehensive MOU, update of the City's Civil Service Rules and Regulations, Catastrophic Leave Administrative Policy, changes to the City's Employee Assistance Program (EAP) and implementation of a Health Reimbursement Account.

**CITY OF SAN GABRIEL SALARY SCHEDULE
FIREFIGHTERS' ASSOCIATION
Effective April 14, 2018**

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Firefighter	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,334	\$ 6,650
Firefighter Paramedic	\$ 6,292	\$ 6,607	\$ 6,937	\$ 7,284	\$ 7,648
Fire Engineer	\$ 6,310	\$ 6,626	\$ 6,957	\$ 7,305	\$ 7,670
Fire Captain	\$ 7,459	\$ 7,832	\$ 8,224	\$ 8,635	\$ 9,067
Deputy Fire Marshal	Salary range to be determined				