

MEETING DATE: 12/12/11

AGENDA ITEM: Adoption of a Resolution Approving a Three (3) Year Memorandum of Understanding with the Culver City Firefighters Local 1927, AFL-CIO for the Period of January 1, 2012 through December 31, 2014, with the Option of an Additional One (1) Year Extension

ATTACHMENTS

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WHEREAS, the Culver City Firefighters' Local 1927 AFL-CIO employee representatives and City representatives have met and conferred and executed a "Master Memorandum of Understanding".

1. The Master Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, is hereby approved for the period January 1, 2012, through December 31, 2014, with the Culver City Firefighters' Local 1927, AFL-CIO having the option to extend the Memorandum of Understanding an additional year through December 31, 2015.

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3. Resolution No. 2008-R089 is hereby rescinded.

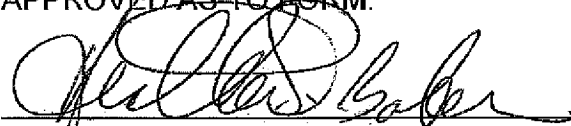
APPROVED and ADOPTED this _____ day of _____ 2011.

MICHEÁL O'LEARY, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk



CAROL A. SCHWAB, City Attorney

A11-00814



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY, CALIFORNIA
AND
CULVER CITY FIREFIGHTERS LOCAL 1927, AFL-CIO**

ARTICLE ONE

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Culver City, California, hereinafter called the "City", and Culver City Firefighters, Local 1927, AFL-CIO, representing the Fire Fighters, Engineers and Captains, hereinafter called the "Union". This MOU is made pursuant to the California Government Code Section 3500, et seq.

II. RECOGNITION

The City hereby recognizes the Union as the exclusive representative of the Firefighters, Engineers and Captains, hereinafter called the "Employees" or "Members."

III. BARGAINING UNIT CHANGES

Any change in the classes which compose the Fire Safety Employees unit shall be in accordance with the provisions of the City's Resolution No. 2008-R009, as amended.

IV. NONDISCRIMINATION

A. POLICY

No employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, physical or mental disability, or because of the exercise of his or her rights under this MOU.

ARTICLE ONE

B. UNION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, the Union agrees not to discriminate against an employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in the Union.

V. AGENCY SHOP

The City will afford the Union the opportunity to exercise the Agency Shop provisions of the Government Code Section 3502.5 based on a petition signed by a majority of the bargaining group.

VI. DEDUCTIONS

A. DUES/INSURANCE CHECKOFF

1. During the term of this MOU Union dues and insurance plan fees shall be deducted by the City bi-weekly in twenty-six (26) increments from the salary of each employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. A fee of ten cents (\$0.10) for the processing of each dues deduction taken will be assessed by the City and deducted bi-weekly. The aggregate amount of such deductions, less the aggregate amount of the charges assessed, shall be remitted to the Union.
3. If an Agency Shop exists, an employee may request an amount equal to the dues to be paid to an approved charitable organization provided that the employee meets the criteria set forth in Government Code Section 3502.5. The employee shall be responsible for designating such organization on the appropriate City form.
4. Changes in the amount to be deducted for dues/insurance plans may only be made twice a year during the first payroll period beginning in January and the first payroll period beginning in July.

B. INDEMNIFICATION

The union agrees to indemnify and hold harmless the City against all claims, including costs of suit and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Section.

VII. RIGHTS

A. EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. CITY'S RIGHTS

The Union acknowledges that the City reserves the right, without the obligation to meet and confer, to make the final determination as to all matters which are necessary to manage, control and administer the City's operations including but not limited to:

1. Determining the mission of the City's constituent departments, commissions and boards;
2. Setting standards of service;
3. Determining the procedures and standards of selection for employment and promotions, directing employees, and taking disciplinary action;
4. Relieving employees from duty because of lack of work or other legitimate reasons and maintaining the efficiency of governmental operations;
5. Determining the methods, means and personnel by which governmental operations are to be conducted;

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6. Determining the content of job classifications;
7. Taking all necessary actions to carry out the City's mission in emergencies;
8. Exercising control and discretion over the City's organization and the technology of performing its work;
9. Regulating the use of all equipment and other property of the City;
10. Establishing, altering or disposing of operations, departments, commissions or boards;
11. Determining the work to be contracted out;
12. Determining the complement of employees needed or assigned to a particular function or work location;
13. Establishing and modifying employee staffing levels, including any impacts resulting from any changes to staffing levels;
14. Performing all other functions not specifically made subject to the meet and confer process elsewhere in this MOU.

C. IMPACT OF MANAGEMENT RIGHTS

1. With the exception of the impacts of any change in staffing, the City recognizes its obligation to meet and confer on the impacts of any decision made by the City under this section if the impact of the decision affects other terms and conditions of employment.
2. If any provision of this subsection is found to be inapplicable and/or in conflict with final court decision or decree or state law affecting Culver City, the remainder of this subsection shall remain in effect.

D. MODIFYING EMPLOYEE STAFFING LEVELS - WAIVER OF MEET AND CONFER

1. The Union recognizes that the City may establish and modify employee staffing levels and therefore agrees to waive all

ARTICLE ONE

rights pursuant to Section 3500 et. seq. of the State Government Code relating to meeting and conferring over any impacts resulting from any changes to staffing levels.

2. In the event the City determines to make a change in staffing levels, it shall provide the Union with a 60 calendar day written notice setting forth the proposed change(s), prior to taking any action. Upon request by the Union, without unreasonable delay, the City's representatives shall meet with the Union's representatives to discuss the change(s) and their impact.
3. After 60 calendar days from the date written notice is mailed to the Union, the City shall have the right to implement the change(s). Time limits may be extended only upon mutual agreement.

VIII. PAID TIME OFF FOR UNION REPRESENTATIVES

A. RELEASE TIME

1. Leave of absence with pay is authorized for representatives of the Union to attend conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives to include reasonable preparation time).
2. The total leave granted for the calendar year for the bargaining unit shall not exceed:
 - 56-hour employees: one-hundred eighty (180) hours
 - 40-hour employees: one-hundred twenty (120) hours
3. Such leave is subject to prior approval of the Fire Chief and may be denied if approval requires overtime expenditures for operational coverage for more than two representatives at any one time.
4. The Union may approve payment to a representative for his/her off-duty time spent for Union purposes.
5. In using this leave for such purpose, Union authorized payment shall not constitute wages or hours worked for computation of overtime in the respective work period.

B. USE OF OTHER LEAVES

This special leave of absence will not prohibit employees from requesting and being granted Vacation Leave, Leave of Absence Without Pay, or the use of Accumulated Compensatory Time off within governing rules and departmental policies.

C. RELEASE TIME CERTIFICATION

An officer of the Union will certify that the Union is authorizing the employee to use the time. This certification is to be signed and attached to the "Request for Leave of Absence form."

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARIES

A. SALARY INITIATIVE

The parties agree that salary adjustments for employees covered herein shall be as provided for by the Police and Fire Initiative Ordinance as amended herein.

"Section 1. SHORT TITLE. This ordinance shall be known as "The Salary Ordinance for Police Officers and Fire Fighters of the City of Culver City."

"Section 2. DEFINITIONS. The words and terms defined in this section shall have the following meanings in this ordinance:

- a. Base Monthly Salary - the compensation attached to the positions occupied by employees of the Police Department or the Fire Department, in the job classifications listed in this ordinance. Overtime pay, bonuses, longevity, retirement, assignment pay, or other special pays are excluded.
- b. Salary Steps - specific salary levels for the classifications of Police Officer and Fire Fighter. The number of steps and time intervals of their occurrence is determined by the City and County of Los Angeles' salary steps and time intervals for comparable positions.
- c. Salary Rate - each hourly salary listed in the Schedule of Salary Ranges adopted by Resolution CS-7714, as amended."

"Section 3. SALARIES

- a. The salary steps for the classification of Police Officer in the Police Department of the City of Culver City shall be set at an amount not less than the average of Base Monthly Salaries for comparable steps in classifications in the Police Department of the City of Los Angeles and the Sheriff's Department of the County of Los Angeles.

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- b. The salary steps for the classification of Fire Fighter in the Fire Department of the City of Culver City shall be set at an amount not less than the average of Base Monthly Salaries for comparable steps in classifications in the Fire Department of the City of Los Angeles and the Fire Department of the County of Los Angeles.
- c. The salary for all other classifications in the Police Department shall be set at an amount not less than the percentages listed below:

Police Classification	Salary not less than:
Police Sergeant	Top Step Police Officer + 15%
Police Lieutenant	Police Sergeant + 19%
Police Captain	Police Lieutenant + 15%
Assistant Chief of Police	Police Captain + 10%
Chief of Police	Police Captain + 20%

- d. The salary for all other classifications in the Fire Department shall be set at an amount not less than the percentages listed below:

Fire Classification	Salary not less than:
Fire Engineer	Top Step Firefighter + 15%
Fire Captain	Fire Engineer + 15%
Battalion Chief	Fire Captain + 19%
Battalion Chief/Fire Marshal	Battalion Chief + 15%
Battalion Chief/Assistant Chief	Battalion Chief + 15%
Fire Chief – Battalion Chief/Assistant Chief	Assistant Chief + 15%

- e. Notwithstanding subsections 3a. through 3d., each salary step for Culver City Police Officers and Fire Fighters shall be set at the Salary Rate nearest the amount described in subsections 3a. through 3d.
- f. Whenever Base Monthly Salaries for Police Officers or Fire Fighters are approved for adjustment by the elected governing body of the City of Los Angeles or the County of Los Angeles, or both, the City Council of the City of Culver City within thirty days shall adjust salaries of Culver City Police Officers or Fire Fighters, or both, in accordance with this ordinance. Said salary adjustments shall be effective the first pay period following the effective date in the City of Los Angeles or the County of Los Angeles including any retroactive adjustment of the Base Monthly Salary”.

"Section 4. APPLICABLE LAWS

- a. Conditions of employment, except the setting of salaries as herein above stated, are based upon and pursuant to applicable law.
- b. If any section of this Ordinance or part thereof shall be declared unconstitutional or illegal for any purpose, then the illegal section shall not affect the validity or legality of the remaining portion or portions of this Ordinance."

B. SALARY CALCULATIONS

Salary rates determined as provided in Section 3(e) of the Ordinance above shall be set at the rate nearest to, but not less than, the average rate calculated. Differentials between ranks, as provided in 3(d) above, and for the addition of special pays, shall be calculated by multiplying the base rate of the applicable class and step by the specified percentage amount (rate times 1.xxx), and shall be set at the Salary Rate nearest to, but not less than, the calculated amount.

C. CONVERSION OF SALARY TABLE

The City agrees to make payroll system and Salary Table adjustments that accurately convert pay rates between 56-hour shift rates and 40-hour shift rates. Pay rates based on shift assignments shall be modified by a factor of 1.4 as outlined below: Parties agree that this payment methodology is intended to resolve pay differences between 40 hour and 56 hour employees under current Initiative Ordinance calculations.

FROM:	TO:	EQUIVALENCY FORMULA:
40-hour non-suppression pay rate	56-hour suppression pay rate	$40 \text{ pay rate} \div 1.4 = 56 \text{ pay rate}$
56-hour suppression pay rate	40-hour non-suppression pay rate	$56 \text{ pay rate} \times 1.4 = 40 \text{ hours}$

D. SCHEDULE CALENDAR

1. The City agrees to print schedule calendars annually, in color:
 - "A" shift in red
 - "B" shift in blue

- "C" shift in green
2. The schedule calendars shall identify:
 - payroll periods,
 - 24-day cycles
 - holidays,
 - shift schedules, and
 - scheduled hours for each shift in each pay period.
 3. The size, number and type of calendar will be determined between the Union and the Fire Chief.

II. SUPPLEMENTAL COMPENSATION

A. ACTING PAY

1. Any permanent or probationary employee who is required to, and acts and performs duties included within a higher classification and which are broader than the specifications governing such employee's position shall be paid in accordance with the step and salary range appropriate for such higher classification in the event that such acting service extends for a period in excess of eighty (80) consecutive working hours for 40-hour per week employees or five consecutive twenty-four (24) hour working shifts for 56-hour per week employee.
2. During that period of acting service, unit employees that are off on a scheduled holiday in-lieu day or compensatory day shall be paid at the acting pay rate for such time. All other leave time shall be paid at the employee's regular rate of pay, except as provided for below in Article Two Section II (A) (3).
3. When the unit employee has worked in one continuous acting assignment in excess of three (3) months, he/she shall receive the acting pay rate for vacation or other paid leaves taken after the 90th calendar day.
4. Employees receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and *not* the benefits associated with the acting position.

III. SPECIAL ASSIGNMENT PAYS

A. FIREFIGHTER I CERTIFICATE PAY

Effective January 1, 2012, unit employees employed by the City prior to the adoption of this MOU that possess a Firefighter I Certificate shall receive an additional 9% in compensation. The 9% increase is achieved through advancing 6% of future salary increases granted by the County of Los Angeles Fire Department and/or the City of Los Angeles Fire Department and is due under the Salary Initiative Ordinance. 3% is provided as a credit in lieu of participating in Government Code section 20636 (c) (4).

The Firefighter I Certificate shall be reduced by the first 2% of Salary Initiative Ordinance increases provided as a result of the City of Los Angeles Fire Department 2011 - 2014 MOU as follows:

- .5% - effective July 1, 2012
- 1% - effective January 1, 2013
- .5% - effective July 1, 2013

Additionally, the Firefighter I Certificate shall be further reduced by 4% commensurate with salary increases provided by the County or City of Los Angeles salary increases beyond those granted by the City of Los Angeles through March 2014. Therefore, at the conclusion of the 4% reduction, the Firefighter I Certificate shall be reduced to 3%.

B. PARAMEDIC ASSIGNMENT PAY

Firefighters certified as Paramedics shall receive a minimum of their respective Firefighter 56-hour base salary plus an additional fifteen percent (15%) bonus during such assignment.

C. 40-HOUR WORK ASSIGNMENT PAY

1. Any unit employee assigned to any of the Firefighter 40-hour appointed work assignments shall be compensated as follows:

40-hour Appointed Work Assignment:	Compensation during such assignment shall be:
Administrative Captain	Fire Captain (F3) + 15%
Fire Inspector/PIO	Firefighter (F-1F) + 15%
Fire Prevention/Inspector	Firefighter Top Step (F-1F) + 15%
Maintenance Officer	Fire Captain (F3) + 15%
Senior Fire Inspector/Assistant Fire Marshal	Firefighter Top Step (F-1F) + 20%
Training Officer	Fire Captain (F3) + 15%

Captains and Engineers maintaining required State of California paramedic licenses and LA County Department of Health Services paramedic certification shall be paid at a rate of five percent (5%) above their base salary.

D. EMT-CERTIFICATION PAY

1. Effective during the term of this MOU, all employees covered herein shall be required to have, and thereafter maintain, EMT-1 certification, and shall be compensated for such certification at a rate seven percent (7%) above their base salary. EMT-1 certification is contained in Title 22 of the California Code of Regulations (CCR), and the scope of practice can be found in the Los Angeles County Pre-Hospital Care book.
2. The City shall pay for and provide members with the training, education and on-duty time to maintain EMT-1 certification. In the event any member does not pass their EMT-1 certification, they shall have the time, training and education provided on duty to pass the recertification exam.
3. If Culver City loses its ability to administer the EMT-1 test, or there are any changes in the EMT program mandated by the State or the County, the City shall meet and confer with the Firefighters over those proposed changes without affecting any other provisions of this MOU.
4. Unit employees on probationary status shall not qualify for 7% EMT-1 Certification pay until they receive EMT-1 Certification.

IV. EDUCATIONAL INCENTIVE PAY / EFFECTIVE JANUARY 1, 2006

A. PURPOSE

The purpose of Educational Incentive Pay is to:

- Motivate unit employees to achieve higher education;
- Enhance career development;
- Increase the professional standards of the department; and
- Increase the level of service to the community.

B. COMPENSATION

1. Unit employees who possess a combination of an accredited college degree or accredited college units* plus years of service shall be eligible to receive compensation above their base salary as follows:

Accredited Degree or Accredited Units*		Plus Years of Service	Compensation Above Base Salary
AA / AS	60 units*	8 years	2%
BA / BS	120 units*	6 years	4%
MA / MS	150 units*	4 years	6%
*Accredited college units earned through the Culver City Fire Department's on-duty IN-SERVICE COLLEGE TRAINING PROGRAM shall not be considered eligible for Education Incentive Pay. These college units can be used towards attaining an accredited college degree.			

2. All compensation for Educational Incentive Pay shall be awarded only to the highest level of degree or educational units achieved – compensation is non-cumulative.

C. ACCREDITED COLLEGE UNITS

1. All unit employees must obtain their educational college or university units from a college or university accredited by an organization recognized by the United States Department of Education (USED) or the Council for Higher Education Accreditation (CHEA).
2. Unit employees must provide proof of accredited college units to the City to be eligible to receive Education Incentive Pay.

V. USE OF TIMEKEEPING/STAFFING

The City and the Union agree to continue discussion regarding the use of the Telestaff system including changes to policies that affect wages, hours and working conditions.

ARTICLE THREE

WORK PERIODS, SCHEDULES, CONSTANT STAFFING AND OVERTIME

I. WORK SCHEDULE

The appointing authority is authorized to establish work schedules for employees reporting to him/her subject to the provisions of the MOU.

During the term of this agreement, unit employees shall work a 48/96 work schedule as outlined in the Fire Department's Rules and Regulations.

A. SHIFT CHANGE

1. The parties acknowledge the mutual benefits the City and the Union receive in having the employees covered herein spend additional time at the time of shift change to exchange information on the activities, equipment conditions, and management directives which occurred during the period the off-going shift was on duty.
2. Details regarding shift changes are set forth in the Fire Department Rules and Regulations and are incorporated herein by reference.

B. TIME RECORDS

The City shall provide for the maintenance of records of time worked including overtime, time docked, and time on leave of absence.

C. CLEANING AND MAINTENANCE PROGRAMS

The parties also agree that employees covered herein will continue the cleaning and maintenance programs on the equipment and facilities provided by the City for the Fire Safety operation.

II. CONSTANT STAFFING

"CONSTANT STAFFING" is a concept of employee assignment under which there is one appointed employee on each shift (platoon) for each authorized (on duty) position. At any given time under constant staffing, one of the three (3) persons assigned to a position will normally be on duty according to a regular established schedule.

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1. The City will observe the principle of "constant staffing," as provided in Divisions 208 and 209 of the Department Rules and Regulations.
2. There shall be three (3) platoons in the Fire Suppression Division (A-Shift, B-Shift, and C-Shift). Each platoon will be regularly scheduled to work no more than seventy-two (72) hours in a nine (9) day period. One shift will constitute a twenty-four (24) hour work period.
3. Members shall not be forced to work a period in excess of seventy-two (72) hours on platoon duty without a minimum twenty-four (24) hour period off duty, except in an emergency situation as determined by the Fire Chief.
4. Platoon assignments shall be completed and posted by December 1st for the next calendar year.
5. Annual shift assignments shall begin in January of each new calendar year.
6. There shall be a minimum of fifty-one (51) sworn positions for 56-hour personnel (Suppression), as follows:
 - Twelve (12) duly appointed Fire Captains
 - Twelve (12) duly appointed Fire Engineers
 - Twenty-seven (27) duly appointed Firefighters in which a minimum of fifteen (15) are assigned as Paramedics
7. Minimum Standard Fire Department Staffing Schedule: Each on-duty Fire Suppression Platoon will be staffed with seventeen (17) duly appointed sworn safety members, not including ranks of Battalion Chief or above.
8. Vacancies will be filled using the Telestaff process and Fire Department Rules and Regulations.
9. The standard staffing level shall be as follows:
 - a. Each Fire Suppression Company shall be commanded and supervised by a duly appointed Fire Captain
 - b. Each Piece of motorized fire apparatus shall be driven and operated by a duly appointed Fire Engineer.
 - c. Three (3) pieces of fire apparatus shall be staffed by at least one (1) duly appointed Firefighter or Firefighter/Paramedic.
 - d. One (1) piece of apparatus shall be staffed by two (2) duly appointed firefighters or firefighter/paramedics.

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- e. Motorized fire apparatus shall consist of three (3) engines and one (1) truck.
 - f. Rescue ambulances shall consist of two (2) rescue ambulance/paramedic units and shall be staffed by two (2) firefighter/paramedics per unit.
10. The work schedule as defined in Division 308.05 of the Rules and Regulations may seem extremely structural, indicating to the minute the company activities for each day. The intent, however, is for the schedule to be a flexible framework in which the Fire Captain can carry out his/her responsibilities to achieve Departmental Goals.
11. The Parties mutually agree that they will meet and confer regarding any proposed significant or permanent changes in the current work schedule.

III. SHIFT CONVERSION

For purposes of clarification the City and the Union have converted "shifts" to "hours" throughout the MOU. It is not the intent of the parties to any way modify, increase, or decrease any portion of this MOU due to this conversion.

IV. CONSTANT STAFFING/OVERTIME

A. 24-DAY WORK PERIOD

The City hereby establishes a 24-day work period.

B. NO EFFECT ON CITY RIGHTS

This entire section is understood by both parties to have no effect on the rights reserved to the City pursuant to Article I, City Rights.

C. CONSTANT STAFFING OR OVERTIME PAID AT TIME AND ONE HALF – HOURS WORKED IN EXCESS OF 182

Members assigned to Suppression duty, who are required and/or authorized to work constant staffing or overtime in such assignment, shall be paid at the rate of time-and-one-half (1.5 x hours worked) at the employees' regular rate of pay for all hours worked in excess of 182 in a 24-day work period.

D. PAID LEAVE TIME COUNTED AS HOURS WORKED

Effective January 1, 2002, all paid time leave shall be counted as hours worked. Members assigned to a 40-hour schedule, regularly or temporarily, shall be compensated for constant staffing and/or overtime as described above by converting all paid time to a 56-hour pay basis.

E. HOURS CONVERSION FORMULA

The equivalency conversion formula shall be as set forth below:

FROM:	TO:	EQUIVALENCY FORMULA:
40-hour non-suppression assigned work schedule	56-hour suppression assigned work schedule	$40 \text{ hours} \times 1.4 = 56 \text{ hours}$
56-hour suppression assigned work schedule	40-hour non-suppression assigned work schedule	$56 \text{ hours} \div 1.4 = 40 \text{ hours}$

V. NON-SUPPRESSION STAFFING – 40-HOUR ASSIGNMENT

A. MINIMUM 30-DAY ADVANCE NOTICE

City agrees that the Fire Chief will give a minimum 30-day advance written notice to the Firefighters regarding any proposed change in the number, type or functions of 40-hour non-suppression sworn positions, and will provide an opportunity to discuss the proposed changes before adding, deleting or modifying such assignments or positions.

B. CITY RETAINS RIGHTS

City retains the right to add, delete or modify positions and assignments in its sole discretion after consulting with the Union, and meeting and conferring, as may be required, only over the impact on wages, hours or terms and conditions of employment of affected employees.

VI. OVERTIME COMPENSATION

A. EXTENSION OF DUTY

1. Whenever a fire service employee is required to extend their duty shift beyond their regular work assignment shift, they shall be paid overtime at time-and-one-half (1 1/2) at the employees' regular rate of pay for time worked.
2. The four (4) hour minimum does not apply to extension of duty.

B. OFF DUTY

1. Employees, who would otherwise be off-duty, but are working non-suppression, non-emergency assignments (e.g. teaching classes, testifying in court, etc) shall be paid as if on a 40-hour workweek schedule for such assignments.
2. Such hours worked shall be converted to a 56-hour basis, pursuant to Article Three, Section IV for the computation of applicable overtime.

C. EMERGENCY RECALL

1. The City agrees to pay employees at the rate of time and one-half for time worked at Suppression hourly rate on Emergency Recall.
2. "Emergency Recall" is defined as a return to work on an otherwise off-duty day during a declared emergency (Federal, State [i.e., OES] or Local Mayor, Council Member, City Manager, Fire Chief or his/her designee):
 - a. by staffing an additional engine company, truck company, rescue unit, or a combination of the units listed (beyond normal on-duty staffing as defined under Subsection I-14 - Work Schedule); or
 - b. for the purpose of assignment to replace on-duty personnel assigned to respond to such emergencies.
3. Assignments to replace an employee during sick leave, vacation, in-lieu (holiday) time, training, education, IOD (Labor Code Section 4850 time), jury duty, bereavement leave, voting leave, military leave, emergency leave, or to

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perform staff assignments, including attendance at staff meetings, shall not be considered emergency recall, whether or not such vacancy occurs during an emergency.

4. The minimum duration of Emergency Recall for payment shall be four (4) hours, and the maximum duration would end at 0659 hours (end of that shift), except as provided hereafter.
 - a. On-duty employees whose assignment on an emergency response extends into an off duty shift will receive time and one-half for all hours worked on the emergency which occurred during scheduled off duty time.
 - b. Off-duty employees who initially respond to fill in at the station during the scheduled duty days of the member assigned to the emergency shall receive time and one half on the first shift.

E. FORCED HIRE CONSTANT STAFFING OR OVERTIME

1. It is understood and agreed that the City will observe the procedural steps for recalling employees for non-emergency staffing as detailed in of the Fire Department Rules and Regulations and Telestaff.
2. In the event no volunteers are available, and an employee is mandatorily recalled to work, when he/she would otherwise be off duty, he/she shall be paid at time and one-half for all hours worked until relieved, but not less than four (4) hours at time and one-half for this non-extension of duty.
3. Four (4) hour minimum does not apply to extension of duty as defined in Article Three, Section VI.A.

E. NON-SUPPRESSION (40-HOUR SCHEDULE) COMPENSATORY TIME

1. Employees assigned to a 40-hour schedule may accrue overtime as compensatory time off.

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2. The maximum accrual of compensatory time shall be 240 hours (160 hours of overtime worked x 1.5), and members can maintain such bank for later use or payoff upon termination of employment.
3. The option to take compensatory time in lieu of payment for overtime shall be the employee's, and the employee shall declare in advance whether he/she wishes to take the overtime assignment as compensatory time.
4. When an employee assigned to a 40-hour schedule is reassigned to a 56-hour schedule, his/her entire compensatory time accrual bank shall be cashed out and paid to the employee at his/her 40-hour rate in the pay period following the employee's reassignment.

VII. SHIFT TRADE AGREEMENT

A. APPROVAL BY CHIEF / NO ADDITIONAL COST

Following the effective date of this MOU, eligible employees may trade shifts subject to the prior approval of the Fire Chief and subject to the City not incurring any additional costs as a result of the shift trade.

B. TRANSFER OF VESTED LEAVE HOURS

1. Employees will be allowed to transfer vested leave hours to another employee in the event that an employee is unable to fulfill a trade agreement due to unforeseen bereavement, medical, retirement, promotion, or personal injury or illness.
2. A written explanation shall be submitted to the Fire Chief for review and approval within thirty (30) days of the event.
3. Disputed trade agreements shall be resolved between the employees.
4. Both parties of the trade agreement must agree upon the amount of hours being transferred prior to submission.
5. Transfer of vested hours will not be hour for hour, but will be modified based on each unit employee's salary, such that the value of the hours remains the same.

ARTICLE FOUR**SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. PERS RETIREMENT BENEFITS**

As of the effective date of this MOU the City agrees to provide retirement benefits under the California Public Employees' Retirement System as follows:

GOVERNMENT CODE SECTION	BENEFIT
20037	<u>For unit employees hired on or after January 1, 2012:</u> <u>Three-year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months.
20042	<u>For unit employees hired prior to January 1, 2012:</u> <u>One-Year Final Compensation -</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
	<u>For all unit employees, irrespective of hire date</u>
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20996	<u>Military Service Credit :</u> Unit employees may elect to purchase up to four (4) years of service credit.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21363.1	Base retirement plan of three percent (3%) at age 55 for all eligible unit employees.

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GOVERNMENT CODE SECTION	BENEFIT
21548	Pre-Retirement Optional Settlement 2 Death Benefit: Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W.
21574	Fourth Level 1959 Survivor Benefit
21624-21626	Post-Retirement Survivor Allowance

B. MEMBER PAID NINE PERCENT (9%) EMPLOYEE PERS CONTRIBUTION

Effective the first pay period after January 1, 2012, all unit employees shall pay to the Public Employees' Retirement System (PERS) for the account of each employee covered by this MOU the the employee's 9% retirement contribution, as required by Government Code Section 20678. Said member contributions paid by the employee shall be pre-tax in accordance with IRS Code Section 414(h) (2).

C. WHEN MOU COSTS EXCEED SIX PERCENT (6%) IN A FISCAL YEAR

The City and the Union agree to meet to review options for cost savings if increases in salary and health insurance costs exceed six percent (6%) from one fiscal year to the next fiscal year. No reduction in Firefighter compensation or benefits would occur during the term of the MOU unless agreed to by both parties in writing.

D. PRE-RETIREMENT DISTRIBUTION OF ACCRUALS - NONPERSABLE

1. An employee giving irrevocable notice of his/her intent to retire within three (3) years (36 calendar months) may have accrued leaves (which are otherwise payable upon retirement) distributed in equal installments to his/her paychecks over the months preceding retirement, with a

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minimum duration of (six) 6 months and a maximum duration of 36 months.

2. Such distributions may be taken as taxable earnings, or may be used for deposit in the deferred compensation account under the terms of the Section 457 Catch-up provisions.
3. Such distributions are not reportable to PERS as compensation and will not affect PERS retirement benefits.

E. COMPENSATION REPORTED TO PERS

The City shall report compensation to PERS for employee retirement benefits as required by its contract with PERS and State law.

II. MEDICAL INSURANCE

A. MEDICAL INSURANCE – PERS MEDICAL PLANS

The City contracts with the Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. Effective January 1, 2012 the City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents 2) an enrolled retiree and eligible dependents and 3) a surviving annuitant. The PEMHCA statutory minimum for 2012 is \$112 per month. Inclusive of the statutory minimum, flexible benefits shall be provided as follows.

B. CAFETERIA PLAN

The City shall implement a full flex cafeteria plan in accordance with IRS Code Section 125 for all active employees. Unit employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits offered under the full flex cafeteria plan. The following health care benefits shall be offered through the cafeteria plan: medical, dental, vision and life. The monthly dollar allowance, which is inclusive of the statutory PEMHCA minimum, shall be:

Employee only:	\$ 642.00
Employee + 1:	\$ 1,103.00
Family:	\$ 1,370.00

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The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After the mandatory insurance has been purchased, the employee has the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

Effective January 1, 2012 and each January 1, thereafter, the City will increase its contributions to employees' flex cafeteria plans by the average increase of the PERS monthly health insurance premiums under the plan, capped at 4% per year, plus 100% of the cost of HMO dental, vision and life insurance premiums. The average increase in PERS monthly health care premiums for shall be calculated by subtracting the average cost of premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this percentage is less than 4%, then the City allowances shall be increased only by that percentage. If this percentage equals or exceeds 4%, the City allowances shall be increased by 4%. If there is a year where the average premium increase is 0%, or there is an overall decrease, the City contribution shall not be adjusted. .

C. MEDICAL INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

1. Unit employees may elect to discontinue participation in (i.e., "opt out,") the PERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.
2. Upon proof of other coverage, unit employees who "opt-out" shall be allotted single-party flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

D. PROOF OF COVERAGE / WAIVE CITY LIABILITY

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof

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of coverage through another benefit plan and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

E. EMPLOYEE SPOUSES / REGISTERED DOMESTIC PARTNERS / DEPENDENTS

1. For medical insurance plans, when a unit employee is the spouse or registered domestic partner of another benefited City employee, the affected employees shall have the option of:
 - Each employee have a flex dollar amount of a single employee; or
 - one (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.
2. Dependents of City employees that are also employed by the City may not participate in opt out unless he/she is able to provide proof of coverage through another non-city benefit plan.

F. RE-ENROLLMENT IN CITY MEDICAL INSURANCE PLAN

1. After electing this provision, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations. Employees shall be re-enrolled per the Cafeteria Plan as provided herein.
2. A qualifying event shall be defined as set forth in the PERS medical Plan and the City's Cafeteria Plan document, a copy of which is available to unit employees in the Human Resources Department.

G. JOINT LABOR / MANAGEMENT HEALTH BENEFITS STUDY COMMITTEE

1. PURPOSE OF COMMITTEE AND STUDY

The City and the Union agree to participate in a Joint Labor/Management Health Benefit Committee which will study the feasibility of withdrawing from the PERS Health Care Plan and participating in other employee medical benefit plans.

2. MUTUAL AGREEMENT IN WRITING

The City and the Union must mutually agree in writing to change from CalPERS Health Care to another health care plan.

H. RETIREE MEDICAL INSURANCE

1. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees that retire on or before December 31, 2011 or "Grandfathered" employees, shall be as follows:

All plans except PERSCare:

- City shall pay ninety-five percent (95%) of the monthly medical plan premium; and
- Retirees shall pay five percent (5%) of the monthly medical plan premium.

PERSCare Plan:

- City shall pay seventy percent (70%) of the monthly PERSCare premium; and
- Retirees shall pay thirty percent (30%) of the monthly PERSCare premium.

"Grandfathered employees" is defined as unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, unit employees that retire on or before January 1, 2022 with twenty-five (25) years or more of Culver City service.

2. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees hired prior to July 1, 2011 that retire on or after January 1, 2012, shall be as follows:

Upon retirement with a minimum of 5 years City service, employees who were hired prior to July 1, 2011 shall be eligible to receive, inclusive of the PEMHCA minimum, up to \$500.65/mo based on plan enrollment for retiree only; and pre-65 spousal/dependent coverage shall be provided up to an

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additional \$437.00/mo subject to vesting. Vesting for pre-65 spousal/dependent coverage is contingent upon the employees' years of City service at retirement such that the additional amount for pre-65 spousal/dependent coverage vests as follows: 6 years = 20%, 7 years = 40%, 8 years = 60%, 9 years = 80%, 10 years = 100%). Upon retirement with 10 or more years of service, 100% of the pre-65 spousal/dependent coverage is vested.

Effective January 1, 2012 and each January 1, thereafter, the City will increase its contributions to employees' flex cafeteria plans by the average increase of the PERS monthly health insurance premiums under plan, capped at 4% per year, plus 100% of the cost of HMO dental, vision and life insurance. The average increase in PERS monthly health care premiums shall be calculated by subtracting the average cost of premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this percentage is less than 4%, then the City allowances shall be increased by that actual percentage. If this percentage equals or exceeds 4%, the City allowances shall be increased by 4%. If there is a year where the average premium increase is 0%, or there is an overall decrease, the City contribution shall not be adjusted.

3. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees hired on or after July 1, 2011 shall be as follows:

Upon retirement, employees shall be eligible to receive a City contribution for retiree medical in accordance with the minimum established by Government Code 22892. The statutory minimum amount for 2012 is \$112/mo.

For all City employees regardless of date of hire, effective July 1, 2012, or as soon as implementation can occur; the City shall make available a retiree health care trust (RHS) to enable employees to prefund retiree health care expenses while employed by the City.

The City shall match the first \$25 per pay period of the employee contribution to the RHS. The individual accounts can be utilized after separation of service for reimbursement of all

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qualified medical expenses, including insurance premiums, in accordance with IRS Section 213. Employees who separate from City service for any reason shall be eligible to receive the full amounts in the RHS at the time of separation. The Retiree Health Savings Trust shall reimburse expenses in accordance with the Internal Revenue Code.

The Union understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

III. DENTAL INSURANCE

1. The City shall continue contracting for the current dental insurance program. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties during the meet and confer process. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For dental insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

IV. VISION CARE INSURANCE

1. The City shall continue contracting for the current vision insurance program. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties in the meet and confer process. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For vision insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

V. LIFE INSURANCE

The City shall continue contracting for the current program for Term Life Insurance Group coverage of \$50,000. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties in the meet and confer process.

VI. IRS SECTION 125 FLEXIBLE SPENDING ACCOUNT

The City provides a flexible spending account for medical expenses and dependent care, pursuant to Section 125 of the Internal Revenue Service Code (Section 125), as amended. Under Section 125, the maximum annual amount an employee may contribute on a pre-tax basis is statutorily set.

Pursuant to Section 125, employees may contribute pre-tax earnings into these accounts. The medical expense contribution may be used for reimbursement of medical expenses such as deductibles, co-pays and expenses in excess of what insurance covers. Dependent care expenses may not be reimbursed until after they are actually incurred - i.e., after the care has been provided, and not when the participant is formally billed. Reimbursable dependent care expenses are non-health care expenses that include insuring a qualified dependent's well-being and protection. Qualified dependents are children under age 13, disabled spouses and other dependents who are physically or mentally incapable of self-care, and who regularly spend at least eight hours each day in the taxpayer's household.

Pursuant to Section 125, eligible reimbursable expenses must be incurred within the calendar year, January 1st through December 31st, and must be submitted for reimbursement no later than March 31st of the following calendar year. Receipts submitted after March 31st in the following calendar year shall be forfeited.

There are other limitations and restrictions set forth by the Internal Revenue Service.

VII. UNIFORM ALLOWANCE

A. INITIAL CLOTHING REIMBURSEMENT

1. Employees required to wear City uniforms during the performance of their duties shall be reimbursed for the initial

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purchase of uniform items at the successful conclusion of the probationary period.

2. The amount of reimbursement shall be equal to the full annual amount in effect at the time of permanent appointment.

B. AMOUNT OF UNIFORM ALLOWANCE

1. Permanent employees covered herein shall be provided a biweekly uniform allowance of thirty-six dollars and fifty-four cents (\$36.54) based upon a pro-rated annual allowance of nine hundred and fifty dollars (\$950). This uniform allowance shall be reported to CalPERS as compensation earnable.
2. In addition to the allowance, the City will provide specific items of the uniform complement, including but not limited to:
 - Belt buckles
 - Chevron stripes
 - Name tags (e.g., embroidery)
 - Other required items which attach to the uniform as may be determined at the sole discretion of the Fire Chief.
 - Patches
 - Uniform and cap badges

C. CHANGE OF DEPARTMENT UNIFORMS

In the event the City deems it necessary for safety reasons or identification preference to change the Fire Department uniforms, the City shall, at no cost to the employee, supply all members with three (3) sets of work uniforms and one (1) work jacket, unless the prior work uniform can be replaced through attrition.

VIII. SAFETY EQUIPMENT

A. REQUIRED SAFETY EQUIPMENT

Safety equipment necessary for the performance of required duties and/or required by law shall be supplied to the members of the Culver City Fire Department at City expense.

B. CITY SUPPLIED REQUIRED SAFETY ITEMS

1. The City will supply and replace for use of the employee the following items of safety equipment:

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- Brush pants
 - Brush jacket
 - Chalk
 - Door stops
 - Flashlights
 - Gloves
 - Goggles
 - Helmet
 - Helmet shield
 - Any other related equipment the Department deems necessary for the purpose of emergency operations
 - Hose ropes
 - Nomex hoods
 - Safety boots
 - SCBA mask
 - Spanner wrenches
 - Turnout boots
 - Turnout coat
 - Turnout pants
2. Safety equipment will not be purchased from clothing allowance funds.

IX. COMMUNICABLE DISEASES

A. RISK FROM COMMUNICABLE DISEASES

1. The City, the Fire Department and the Firefighters Association recognize that fire fighting personnel are exposed to a higher than average risk from communicable diseases.
2. Therefore, those personnel exposed to such risks should submit industrial accident claims with as much information as is available, as soon as known.
3. The City agrees to process such claims within seven (7) working days of submission.

B. PREVENTIVE MEASURES

The City agrees to make available to all members of the Culver City Fire Department any preventive vaccines, periodic tests, and documentation recommended by the Culver City Fire Department Medical Director and the Culver City Fire Department Communicable Disease Guidelines Policy.

C. ANNUAL IMMUNIZATIONS, TESTING AND DOCUMENTATION

1. Each year all members will be offered applicable immunizations, testing and documentation including but not limited to the following:

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- Hepatitis
- Influenza
- Measles, Mumps and Rubella
- Tetanus/Diphtheria
- Tuberculosis

2. The schedule of immunizations shall be determined between the Fire Department and Risk Management according to recommended frequencies.

X. WORKER'S COMPENSATION

A. RIGHTS AND BENEFITS GRANTED BY STATE LAW

Worker's compensation rights and benefits for fire safety employees shall be governed by applicable State law.

B. OFF-DUTY WORK

Unit employees that are assigned by the Fire Department to work off-duty details (i.e., studio details or other off-duty work which the City has determined to require the assignment of Fire Department employees, and for which an employer other than the City assumes responsibility for compensation to the off-duty Fire employees) shall nevertheless be considered employees of the City of Culver City for purposes of workers' compensation and industrial disability retirement benefits for any injuries received during such duty.

XI. PHYSICAL WELLNESS

A. ANNUAL REIMBURSEMENT

City agrees to provide an annual reimbursement amount of up to four-hundred fifty dollars (\$450) per employee for the purpose of a comprehensive medical evaluation.

1. Employees may use up to four-hundred fifty dollars (\$450) per fiscal year for one or more of the following purposes upon approval of the Fire Chief:
 - Medical examination by a health provider of the employee's choice.
 - Reimbursement for medical expenses (deductibles or co-payments) not covered by the employee's health, dental or vision insurance.
 - Other wellness-related programs (e.g. smoking cessation, weight loss, or other benefits).
 - Wellness reimbursement for expenses other than a physical examination shall be contingent upon

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acceptable proof to the Fire Chief of a physical examination at a minimum of every other year. Acceptable proof can be in the form of a physician or physician's assistant written certification of:

- Physical exam consisting of a cardiac stress test, pulmonary function test, eye exam and hearing test; or
- A signed certification of medical fitness under the Culver City Fire Department Respiratory Protection Program.

2. Unused funds may be carried over from one fiscal year to the next year only (i.e., the maximum available funds in any given fiscal year is nine hundred dollars (\$900)).

B. MEDICAL CERTIFICATE –DRIVERS LICENSE WITH FIREFIGHTER ENDORSEMENT

1. Employees may be required to undergo a physical examination to maintain their medical certificate for a California Department of Motor Vehicles Driver License with a Firefighter Endorsement in order to drive and operate Department vehicles as a condition of employment, or to obtain other medical examinations as a requirement of employment.
2. If an employee has any such required medical certificate or examination, the employee on their own time will be required to use the four-hundred fifty (\$450) to obtain the medical certificate or examination.

C. MEDICAL RECORDS

Medical records resulting from this program and provided to the City shall be maintained in confidential medical files separate from personnel or administrative files.

XII. DEFERRED COMPENSATION

A. VOLUNTARY DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan as a benefit to City employees. Plan specifications and details are determined pursuant to IRS Code Section 457 and the

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organizations providing the investment and savings programs for such deferred compensation.

2. Plan documents are maintained by and copies may be obtained from the Human Resources Director.
3. The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

B. CONVERSION OF HOLIDAY PAY TO VOLUNTARY DEFERRED COMPENSATION

1. The City will permit employees covered hereunder a one-time annual election to convert In-lieu (holiday) pay, at each employee's regular hourly rate of pay, for deposit into their deferred compensation plan, up to a maximum of:
 - 56-hour employees: 144 hours per calendar year
 - 40-hour employees: 96 hours per calendar year
2. Such election must be made by December 10, for deposits to the plan commencing in January of the succeeding year.
3. Amounts deferred for deposit shall be deducted from the employee's bi-weekly accrual.

XIII. ON-DUTY DEATH/FUNERAL BENEFIT

A. FUNERAL BENEFIT

Should any unit employee die in the line of duty, the City will provide the family of the employee a funeral benefit payment of \$7,500.

B. BENEFIT ABOVE PERS / LABOR CODE PROVISIONS

This benefit shall be payable over and above any benefit payable through PERS or Labor Code provisions.

C. PAYMENT

Payment to the family shall be made as soon as possible, but in no event later than fifteen (15) working days following the death.

ARTICLE FIVE**LEAVES OF ABSENCE****I. POLICY**

It shall be the policy of the City to grant leaves of absence to permanent and probationary employees for the purpose of rest and relaxation, and for recuperation from illness, based on each employee's total length of service with the City. Employees are expected to take advantage of the vacation provisions afforded them in order to maintain their mental and physical health.

II. ACCUMULATION, USE AND REQUESTS FOR LEAVE**A. ACCUMULATION OF LEAVE**

1. The employee's anniversary date (date of original benefited employment, adjusted for breaks in service) shall determine the category of leave accumulation.
2. Employees shall continue to accumulate sick, holiday in-lieu and vacation leave when on authorized leave with pay of any kind.

B. FORMULAS FOR EQUATING LEAVE HOURS

When an employee changes assignments, accrued leave on the books shall be converted using the equivalency formula as set forth below:

FROM:	TO:	EQUIVALENCY FORMULA:
40-hrs per week	56-hrs per week	Number of Accrued Leave Hours x 1.5
56-hrs per week	40-hrs per week	Number of Accrued Leave Hours ÷ 1.5

C. USE OF LEAVE

1. Leave shall be taken in multiples of one (1) hour.
2. Employees can take up to the total amount of accumulated leave credit.

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3. Charges against sick leave, holiday in-lieu and vacation leave credits shall be made for only those days on which regularly assigned work would be performed.

D. ADVANCE OF VACATION OR SICK LEAVE

A request for one (1) year's advance of vacation or sick leave credit may be approved for use by the City Manager.

E. REQUESTING LEAVE

1. Except as otherwise provided, no leave of absence with pay shall be granted to any employee without the approval of the Fire Chief.
2. Whenever possible, employees shall file a request for a leave of absence through Telestaff, and shall receive approval, before taking such leave.
3. When conditions prevent a prior request, the employee, upon return from said leave, may be required to file a report explaining the conditions which prevented a prior request.

F. FAILURE TO FILE A PRIOR REQUEST

Failure to file a prior request, in the absence of extenuating conditions, shall be grounds for disciplinary action.

III. HOLIDAYS / IN-LIEU TIME

A. BI-WEEKLY ACCRUAL RATE

Employees shall be credited with leave in lieu of holidays, to be accrued each bi-weekly pay period on a pro-rata annual basis, as follows:

Holiday In-Lieu Accrual					
Hours worked per week	Bi-weekly Accrual Rate (rounded)	Monthly Accrual Rate	Annual Accrual Rate	Maximum Annual Accrual Balance	Effective Date
56-hour employees	5.539 hrs (5.5 hrs)	12 hrs	144 hrs	216 hrs	Effective the 1 st of the month after appointment
40-hour employees	3.693 hrs (3.7 hrs)	8 hrs	96 hrs	144 hrs	Effective the 1 st of the month after appointment

B. ACCRUAL BALANCE NOT TO EXCEED MAXIMUM ANNUAL HOLIDAY IN-LIEU

1. A balance not to exceed the maximum accrual shown above may be maintained by the safety employee. Accruals which would exceed this maximum balance will be paid to the affected employee as earned.
2. If time is taken off to reduce the individual employee's balance to less than the maximum, he/she can accrue once again to the maximum allowable.

C. TIME OFF OR PAY IN-LIEU OF TIME OFF

In-Lieu (Holiday) time may be taken as time off duty with pay, or may be paid to the employee in lieu of time off.

1. Time taken off shall be as follows:
 - 56-hour employees: one (1) hour minimum
 - 40-hour employees: one (1) hour minimum
2. Pay for in-lieu (holiday) time may be requested as follows:
 - 56-hour employees: a minimum of twelve (12) hours
 - 40-hour employees: a minimum of four (4) hours
3. Payments may be requested with advance notice to Payroll on or prior to any Payday Friday for payment to appear on the paycheck following two-weeks later.
4. Any employee whose accrual of in-lieu time would exceed the maximum:
 - Shall be paid on the bi-weekly paycheck for the excess amount; or
 - May elect to be paid bi-weekly for annual accruals for the purpose of making deferred compensation contributions.

D. AUTHORIZED HOLIDAY ROUTINE

Employees shall have authorized holiday routine as provided for in Division 308 of the Department Rules and Regulations.

IV. VACATION

A. ELIGIBILITY FOR VACATION

1. All permanent and probationary employees shall be eligible to take vacation leave after serving twelve (12) months employment with the City.
2. At the completion of the twelve (12) months, the employee shall be credited with vacation time earned in the prior year, including time spent on provisional or temporary appointments.
3. Accumulated vacation time earned shall be shown on each paycheck stub following the end of the initial twelve (12) month period.

B. ACCRUAL OF VACATION

1. Vacation hours shall accrue each pay period at one twenty-sixth ($1/26$) of the annual rate (i.e., annual accrual rate divided by 26).
2. Unused vacation shall accumulate to the maximum allowed in below (see Section H).
3. Exceptions to the maximum allowable accruals may be granted by the City Manager, or his/her designee, to meet exceptional departmental staffing needs.
4. No vacation shall be authorized, for leave or payment, unless accrued prior to the time for use or payment, except as authorized by the City Manager.

C. TABLE OF VACATION LEAVE BENEFITS

1. The Table of Vacation Leave Benefits shown below sets forth the number of working hours per year to which an employee is entitled as a vacation paid leave benefit.
2. The benefit shown in each category shall commence upon entering the first day of the new category as follows:

TABLE OF VACATION LEAVE BENEFITS						
Work Schedule	1 st and 2 nd year	3 rd thru 9 th Year	10 th thru 14 th Year	15 th thru 19 th Year	20 Yrs	Over 20 Yrs
56 hr	144 hrs	168 hrs	216 hrs	228 hrs	288 hrs	288 hours, plus 12 hours for each year over 20
40 hr	96 hrs	112 hrs	144 hrs	152 hrs	192 hrs	192 hours, plus 8 hours for each year over 20

D. IOD OR EXTENDED SICK LEAVE STATUS

1. Employees off on IOD or extended sick leave (exceeding ninety [90] calendar days) may request to accrue excess vacation if they are unable to take such vacation time off because of the IOD or sick leave status.
2. Such excess accruals must be used within six (6) months following the employee's return to work, or it shall be paid to the employee in lump sum on their paycheck.

E. PRESCHEDULED LEAVE

1. Prescheduled leave (January 1 through March 1) for vacation, attached in-lieu (holiday) time and/or Service Award Leave time, shall be taken in increments of 24 hours for fifty-six hour employees, or the length of the regular workday for 40-hour employees.
2. Any leave less than twenty-four (24) hours under the prescheduled leave window shall be considered unscheduled vacation leave, and will be allowed only if a volunteer is selected.

F. UNSCHEDULED LEAVE

1. Unscheduled leave (after March 1) for vacation, in-lieu (holiday) and/or Service Award Leave, shall be a minimum of:
 - 56-hour employees: one (1) hour
 - 40-hour employees: one (1) hour
2. This can be done if there are volunteers willing to work the time requested off (no member can be compelled to work under this section).

G. UNAUTHORIZED USE OF VACATION

Vacation shall not be used in lieu of accumulated sick leave or when sick leave request is disapproved.

H. ACCUMULATION OF VACATION

1. Vacation time may be accumulated to a maximum of twice the annual accumulation of vacation hours for which the employee is eligible.
2. The maximum consecutive vacation, including the use of any in-lieu (holiday) time attached to the vacation, an employee can pick in a single selection is one (1) year's accumulation of vacation leave except as approved by the Fire Chief.

I. BI-WEEKLY PAYOFF OF EXCESS VACATION ACCRUALS – NON-PERSABLE

Vacation time which accumulates in excess of the maximum allowed each employee, shall be paid in cash (non-PERSable) on the next regular bi-weekly paycheck, thereby bringing the employee's vacation balance to no more than the maximum allowable, except as provided in this Article.

J. VACATION PAYOFF UPON TERMINATION – NON-PERSABLE

Any employee who terminates employment shall be paid (non-PERSable) for such vacation time accrued but unused as of the date of the termination.

V. SICK LEAVE

A. ELIGIBILITY FOR SICK LEAVE

No sick leave shall be granted until the employee has completed three (3) full months of service, including time spent on provisional or temporary appointment.

B. ACCRUAL OF SICK LEAVE

Sick leave credit accrues each bi-weekly pay period pro-rated on an annual basis and shall be credited as follows:

- 56-hour employees: twelve (12) hours for each month of service.
- 40-hour employees: eight (8) hours for each month of service.

C. MAXIMUM ACCUMULATION OF SICK LEAVE

1. The maximum accumulation of sick leave time per employee is as follows:
 - 56-hour employees: 1,080 hours maximum
 - 40-hour employees: 720 hours maximum
2. Sick leave taken shall be for a minimum of one (1) hour.

D. PROCEDURE, USE AND VERIFICATION OF SICK LEAVE

1. Vacation time may not be used for disapproved sick leave.
1. With proper verification, sick leave may be allowed for:
 - Personal illness or injury of the employee;
 - Illness of the employee's spouse, registered domestic partner, or child;
 - Medical or dental appointments;
 - Cases of quarantine; or
 - Where exposure to contagious disease would endanger the health of other employees.
3. The employee shall notify his/her immediate supervisor within one day of the beginning of sick leave, or pursuant to the rules of the department.
4. Upon return to duty, the employee shall present evidence of the necessity of sick leave, if so requested by the appointing authority.

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5. At the end of the second day of sick leave, the appointing authority may request verification to be made by a qualified person.
6. For absences of over two (2) days, a medical certificate from a qualified physician, chiropractor or practitioner may be required.
7. The responsibility of proving the validity of a request for sick leave shall be upon the employee.

E. BONUS PLAN: BI-WEEKLY PAYOFF OF UNUSED SICK LEAVE ACCRUAL / NON-PERSABLE

1. As set forth in the Tier 1 table below, upon reaching the maximum accumulation of unused sick leave accrual, the employee will thereafter be paid in each pay period (non-PERSable) for one-half (50%) of the unused sick leave accrual for that pay period; the remaining one-half (50%) will then be accumulated as additional sick leave until Tier 2 is reached.

TIER 1: SICK LEAVE BONUS PLAN				
RATE	MONTHLY ACCRUAL RATE / (bi-weekly accrual rate)	MAXIMUM ACCUMULATION	AMOUNT OF BI-WEEKLY SICK LEAVE PAYOFF @ 50% (Non-PERSable)	AMOUNT OF BI-WEEKLY SICK LEAVE ACCRUED @ 50%
40 hr	8 hours / (3.7 hours)	384 hours	1.85 hrs x 40 hr rate (½ [50%] of bi-weekly accrual rate of 3.7 hrs)	1.85 hours
56 hr	12 hours / (5.5 hours)	576 hours	2.77 hrs x 56 hr rate (½ [50%] of bi-weekly accrual rate of 5.5 hrs)	2.77 hours

2. Employees eligible for accrual or payoff under this provision may elect annually, on or before December 1 of each year, to accrue or be paid during the following calendar year. Once an election has been made it shall continue from year to year unless changed in writing to be effective the following January, or until the employee's accrual maximum has been reached.

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3. As set forth in the Tier 2 table, upon reaching the maximum accumulation of unused sick leave accrual, the employee will thereafter be paid (non-PERSable) in each pay period for one hundred percent (100%) of the unused sick leave accrual for that pay period.

TIER 2: SICK LEAVE BONUS PLAN			
RATE	MONTHLY ACCRUAL RATE (bi-weekly accrual rate)	MAXIMUM ACCUMULATION	AMOUNT OF BI-WEEKLY SICK LEAVE PAYOFF @ 100% (Non-PERSable)
40 hr	8 hours (3.7 hours)	720 hours	# of hrs of unused sick leave accrual in excess of 720 hours x 40 hr rate
56 hr	12 hours (5.5 hours)	1080 hours	# of hrs of unused sick leave accrual in excess of 1080 hours x 56 hr rate

F. SICK LEAVE CONVERSION PAYOFF UPON RETIREMENT OR FAVORABLE RESIGNATION – (NON PERSABLE)

For employees resigning or retiring from City employment, unused, accumulated sick leave will be paid (non-PERSable) on the following basis:

1. With favorable resignation after ten (10) years (120 months) of satisfactory City service, one-half (1/2) of his/her accumulated sick leave accrual will be added to his/her vacation accrual bank. Any payoff under this benefit is non-PERSable.
2. With retirement after ten (10) or more years of satisfactory service, three-fourths (3/4) of his/her accumulated sick leave accrual will be added to his/her vacation. Any payoff under this benefit is non-PERSable.
3. With retirement after fifteen (15) or more years of service, 100% of accumulated sick leave accrual shall be added to vacation. Any payoff under this benefit is non-PERSable.

G. SICK LEAVE PAYOFF UPON THE DEATH OF AN EMPLOYEE – NON-PERSABLE

Upon an employee's death, his/her heir or estate shall be entitled to receive the same accumulation and conversion benefit payoff as

the employee would have received were he/she alive and had favorably resigned or retired. Any payoff under this benefit is non-PERSable.

VI. MISCELLANEOUS LEAVES WITH PAY

A. BEREAVEMENT LEAVE

1. Any employee who is compelled to be absent from duty because of a death in the immediate family shall be allowed time necessary to be absent with pay without deduction from accrued sick leave, vacation or in-lieu (holiday) time as follows:
 - 56-hour employees: not more than seventy-two (72) hours per incident;
 - 40-hour employees: not more than forty-eight (48) hours per incident.
2. Immediate family is defined as follows:

• Brothers	• Sisters
• Children	• Spouse
• Child's Spouse	• Spouse's Brothers
• Grandchildren	• Spouse's Grandparents
• Grandparents	• Spouse's Parents
• Parents	• Spouse's Sisters
• Registered Domestic Partner	• Stepchildren
• Siblings' Spouse	• Stepparents
3. Should the list of specified family members be increased in any other Culver City bargaining unit MOU, the additional provisions shall apply to this unit.
4. The City may require verification of the death of a member of the immediate family. Verification may include any printed record or notice of the death (e.g., newspaper obituary notice, mortuary leaflet or card, etc.).
5. If special circumstance exists wherein an employee believes another person reasonably substitutes for one of the foregoing, (i.e., foster parent, legal guardian, foster child, legal ward, etc.) the employee must register that special circumstance with the Human Resources Department in writing in advance in order to qualify for the leave.

B. EMERGENCY LEAVE

1. An Emergency leave of absence with pay may be granted by the Appointing Authority to any employee because of family illness, legal matters, court appearances, home emergencies (e.g., burst water heater, or sudden structural damage) etc., providing the employee may have such leave charged to his/her sick leave, in-lieu (holiday), compensatory time, service award leave or vacation leave accounts.
2. All emergency leaves of absence shall be limited to forty-eight (48) working hours within any calendar year, except that Fire Suppression employees shall be limited to seventy-two (72) hours per calendar year.
3. Verification of all emergency leaves may be required by the Appointing Authority.

C. JURY DUTY LEAVE

1. An employee called to active jury service during scheduled work days shall receive his/her regular compensation for such time served to a maximum of ten (10) working days (five [5] shifts for Suppression) for each subpoena.
2. The employee will forfeit jury fees to the City, but shall retain any mileage compensation provided.
3. Employees working other than a Monday through Friday daytime schedule may be reassigned to such a schedule during jury duty service if possible, or to another schedule compatible with employee and department interests.
4. Jury service required on an employee's off-duty day is not compensable by the City, and the employee may retain jury compensation for such days.
5. Employees whose work schedule cannot be modified, whose regular work day may be Saturday or Sunday, and/or who serve jury duty and then work some portion of the same day, shall receive their regular compensation for the scheduled work day and may retain jury pay.

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6. In the event the employee is required to serve in excess of ten (10) compensated work days (or five [5] shifts in Suppression), he/she may use accrued leave and retain excess jury fees for that period.
7. The employee shall be responsible for providing proof of jury service upon his/her return to work.
8. Specific procedures for jury duty leave with pay, consistent with this provision, shall be established Fire Department Rules and Regulations.

D. OUTSTANDING PERFORMANCE LEAVE

1. The City may grant up to three (3) days off with pay to employees rewarded for outstanding performance, or provide other forms of recognition pursuant to Civil Service Rules.
2. Leave may be taken pursuant to prescheduled or unscheduled leave policy.

E. RELIGIOUS SERVICE LEAVE

1. Employees shall be permitted to attend or observe religious services, or holidays of major theological importance, which occur during work hours provided that:
 - the work load of the organization so permits, and
 - the appointing authority authorized the absence.
2. Time taken shall be charged to the employee's accumulated vacation, in-lieu (holiday), compensatory leave or service award leave time and may be taken pursuant to prescheduled or unscheduled leave policy.

F. MILITARY LEAVE

Military leave with pay shall be granted in accordance with applicable state, federal law and municipal law, and applicable City policies.

G. VOTING LEAVE

1. Employees shall be permitted leave to vote as required by California Elections Code Section 14350-14352, if the

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employee cannot otherwise get to the polling place during non-working hours.

2. Leave may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.

H. SCHOOL ACTIVITY LEAVE

1. Pursuant to California Labor Code Sections 230.7 and 230.8, parents of school-age children shall be allowed leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month for 40-hour and 56-hour (suppression) employees.
3. This limit shall not apply when an employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.
4. Suppression employees shall take a minimum of six (6) hours for force hiring back a member.
5. Members will not be force hired if a suppression employee requests any time off less than the six (6) hour minimum.
6. Members can volunteer to work any time less than the six (6) hour minimum.
7. School activity leave for less than six (6) hours shall fall under the same procedures as filling unscheduled vacation leave.
8. School Activity Leave for six (6) hours or more shall fall under the same schedule procedure for pre-scheduled vacation leave as set forth in the Fire Department Rules and Regulations.

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9. Employees must give three (3) calendar days advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the employee participated in the activity on the specific date and time.
10. Leave properly requested in advance shall not be denied.
11. Employees may take accrued leave with pay (vacation, compensatory time, in-lieu holiday, or service award leave) for School Activity Leave purposes.

I. TRAINING LEAVE

1. Firefighter Unit employees shall be granted twenty-four (24) hours per calendar year of paid leave to attend job-related training. Permissible job-related training includes classes and courses that relate to the employee's present job duties, improve general or specialized firefighting skills or prepare the employee for the next level of promotion. The Fire Chief, or designee, shall review paid leave requests and approve those that are job-related.
2. Unit employees will not be force-hired to replace unit employees on training leave as set forth in this section.
3. Training Leave:
 - Shall be used to attend job-related training only;
 - Cannot be cashed out; and
 - Shall not be cumulative from year-to-year.

J. PAYOFF OF ACCRUAL UPON DEATH OF AN EMPLOYEE – NON-PERSABLE

When separation is caused by the death of an employee, separation pay and other accrued moneys owed shall be paid (non-PERSable) to the designated beneficiary of such employee as filed with the Human Resources Director.

VII. LEAVES OF ABSENCE WITHOUT PAY

A. VOLUNTARY LEAVE OF ABSENCE WITHOUT PAY

1. Any employee is entitled to present to his/her appointing authority a request for leave of absence without pay not to

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exceed one (1) year. The employee shall indicate the basis of the leave in his/her request.

2. Leaves of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding pregnancy disability leave, special education, special duty for another governmental agency, extension of vacation time, seeking political office or any other reason which is deemed to be in the best interests of City government.
3. Verification of such requests shall be required by the appointing authority who shall attach the evidence of verification to the proper form (Personnel Action).
4. Any leave without pay must be approved by the City Manager pursuant to Civil Service Rules.

B. LEAVE OF ABSENCE WITHOUT PAY IN EXCESS OF THIRTY (30) CALENDAR DAYS

1. For any leave of absence without pay in excess of thirty (30) calendar days the employee shall:
 - Notify the appointing authority where he/she can be reached, if not at his/her residence of record; and
 - How long the employee will be absent.
2. In the absence of such written notification, any notice or correspondence to the employee shall be mailed or delivered to the employee's residence of record.

C. DURATION OF LEAVE OF ABSENCE WITHOUT PAY

1. Employees shall be advised of the duration of approved leave of absence without pay.
2. Such leave may be cancelled at any time by the City Manager if he/she determines that:
 - The employee is not expected to return by the conclusion of the scheduled leave of absence without pay;
 - The employee's conduct is inconsistent with the purpose(s) of the approved leave of absence without pay; or
 - The basis for the leave of absence without pay is no longer valid.

3. If the City intends to cancel an approved leave of absence without pay the employee shall:
 - Be notified of the City's intent and given the opportunity to provide additional information in support of the leave of absence without pay; or
 - Return to work within five (5) working days after receipt of such notice.
4. If the employee fails to respond or return to work, he/she shall be deemed to have resigned from his /her position.

D. RETURN FROM LEAVE OF ABSENCE WITHOUT PAY

1. Upon return from a leave of absence without pay exceeding thirty (30) calendar days, the employee's anniversary dates shall be adjusted to exclude such leave time for the purpose(s) of:
 - Performance evaluation dates;
 - Step increase dates;
 - Seniority for promotional examinations; and
 - Benefit accrual calculations.
2. Upon return from a leave of absence without pay exceeding thirty (30) calendar days occasioned by illness or disability of the employee, the employee may be required to provide such medical information as required by the City's physician to ascertain the employee's fitness for duty. Failure or refusal to provide this information may delay the employee's return to work, and may constitute grounds for disciplinary action.

E. CITY INITIATED LEAVE OF ABSENCE WITHOUT PAY

The City may place an employee on leave without pay for non-disciplinary reasons when the status of the employee, due to injury or other involuntary circumstances, cannot be covered by paid leave time.

F. BENEFIT / ACCRUAL ELIGIBILITY WHILE ON LEAVE OF ABSENCE WITHOUT PAY

1. No month shall be counted for benefit eligibility or for the accumulation of vacation or sick leave when the employee is absent on leave without pay, including suspension from duty without pay, or has a break in service of more than thirteen

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(13) work days, or seven (7) shifts in Fire Suppression, in that month.

2. No biweekly period shall be counted for eligibility periods or for the accumulation of vacation or sick leave when the employee is absent on leave without pay or has a break in service of more than sixty five percent (65%) of the working hours in the biweekly period.
3. An employee on unpaid leave of absence under this section shall be responsible for the payment of insurance premiums in any month when there is insufficient paid leave available or authorized to maintain benefited status except when the employee has been authorized for Family Medical Leave Act (FMLA).

VIII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.
3. Employees and department management must contact Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

A. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;

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- The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition;
 - The employee's own serious health condition; or
 - Any qualifying exigency arising out of a spouse, child or parent called to active military duty
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of 1,250 hours in the preceding twelve (12) months.

B. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve-month period is rolling, and is measured backward from the date leave is used.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The employee is guaranteed a return to his/her position at the end of approved leave.
5. During the 12-work week FMLA period, the City shall maintain the employee's medical, dental, life and vision care insurance.

C. APPROVAL PROCESS FOR FMLA

1. Employees must give 30-days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the employee must give notice as soon as possible.
2. Verification by the attending physician or health care provider will be required for absences relating to the employee's or family member's serious health condition.

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3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

D. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the employee's own illness or condition with the health care provider's certification of the need for the leave.

D. USE OF ACCRUALS WHILE ON FMLA

1. The employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

F. EXPIRATION OF FMLA

Upon expiration of FMLA leave, if the employee remains on unpaid leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

IX. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the employee, determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one year.

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3. Pregnancy Disability Leave without pay shall not be granted until accrued sick leave has been exhausted.
4. Employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

X. UNAUTHORIZED LEAVE / ABANDONMENT OF POSITION

1. An employee absent without authorization for three (3) or more consecutive days and/or work shifts, and who fails to contact his/her supervisor to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the third day or third shift of absence.
2. The employee shall be notified by his/her appointing authority that the City considers him/her to be absent without leave, and that, under this section, a separation (resignation) will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in Civil Service Rules.
4. The employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the appointing authority prior to the end of the notification period.

XI. RIGHT TO FILE GRIEVANCE – DENIAL OF LEAVE OF ABSENCE

When an employee is notified that a leave of absence is disapproved, he/she may file a grievance on the denial of the said leave of absence.

ARTICLE SIX

WORKING CONDITIONS

I. SENIORITY

A. SENIORITY LISTS

1. The City shall establish seniority lists and shall inform each employee of their seniority status. Seniority status may give an employee priority preference in work schedules, including shifts, engine companies, truck company, rescue companies and stations, where the City is able to offer employees a choice.
2. Employees commuting to work in a carpool, and therefore dependent on co-workers for transportation, may also be given preference in work assignments and schedules to accommodate the carpool arrangement.

B. SENIORITY WITHIN CURRENT CLASSIFICATION

1. Seniority, as used herein, is determined by the length of service an employee has in the position of the current classification and is only applicable for the purposes stated herein.
2. When two or more employees are appointed on the same date, seniority among those employees shall be based upon the rank order of those employees on the eligible list from which they were appointed, with the highest ranking employee being considered the most senior.

II. GRIEVANCE

A classified employee grievance shall be processed as provided for in the City's Civil Service Rules.

III. DISCIPLINE

Disciplining of classified unit employees shall be as provided for in the City's Civil Service Rules.

ARTICLE SEVEN

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective January 1, 2012 and together with all the terms, conditions and effects thereof, shall expire as of midnight on December 31, 2014. The Union shall have the option of extending the MOU one (1) additional year, through December 31, 2015.

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, the provisions of this Memorandum of Understanding shall not restrict the City's ability to respond to these emergencies.

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. In the event of such invalidation, the City and the Union agree to meet and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision.

IV. CIVIL SERVICE RULES/CITY POLICY

The parties agree that all conditions of employment, as they pertain to employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU and shall not be changed unilaterally by the City through exercise of its rights under Article One, Section VII of this MOU. Any changes to the Civil Service Rules shall be as provided therein.

V. FULL AGREEMENT AND IMPLEMENTATION

A. TOTAL PACKAGE

The offers submitted herein are a total package and not to be construed as agreement on any individual item. All other proposals are rejected.

B. WAIVER OF MEET AND CONFER

This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties. Therefore, for purposes of this MOU neither party shall be compelled to meet and confer with the other concerning any issue, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process which led up to the execution of the MOU except by mutual agreement of the parties.

C. COMPLIANCE

1. If the effective date or the implementation of any benefit in this MOU cannot be adhered to as the result of law, regulation, or policy outside the control of the City, the City will take action on the first date on which it has authority to take action in compliance with such law, regulation, or policy to effectuate the benefit.
2. Each party acknowledges that it had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU, except as specifically provided herein.

D. OBLIGATION TO SUPPORT

The parties agree that upon tentative agreement being reached on a successor MOU and prior to the implementation of this successor MOU and during the time of its being considered by the City Council for action, neither the Union nor the City nor their authorized representatives will appear before the City Council, nor meet with the City Council members individually to advocate any addition or deletion to the terms and conditions to this MOU. However, this section shall not preclude the parties from appearing before the City Council, nor meeting with

individual members of the City Council to advocate or urge the adoption and approval of this MOU.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Culver City Firefighters Local 1927, AFL-CIO acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by a simple majority vote of unit employees voting who are in classifications represented by the Culver City Firefighters set forth in this agreement and adopted in the form of a resolution of the City Council.

B. MUTUAL RECOMMENDATION – APPROVAL OF MOU

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Culver City Firefighters Local 1927, AFL-CIO.

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 Culver City Firefighters Local 1927, AFL-CIO, and entered into this ____ day of _____.