

NOTICE

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time.

**COMPTON CITY COUNCIL
AGENDA
Thursday, December 20, 2007
5:00 PM**

HEARING(S)

OPENING

ROLL CALL

APPROVAL OF MINUTES

INTRODUCTION OF SPECIAL GUESTS

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CITY TREASURER'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND COMPTON FIRE FIGHTERS, LOCAL 2216

APPROVAL OF WARRANTS

AUDIENCE COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Wednesday, December 26, 2007 @ 3:00 PM.

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December 20, 2007

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND COMPTON FIRE FIGHTERS, LOCAL 2216

SUMMARY

The City Council will consider a resolution adopting a three-year employment contract (Memoranda of Agreement) between the City and Compton Firefighters, Local 2216.

BACKGROUND

The City has one union local that represents the Fire Fighters, Fire Engineers and Fire Captains. The previous union contract between the City and the Compton Fire Fighters, Local 2216 expired on July 1, 2003. In 2005, the union agreed to an extension of the existing contract until the City's financial audits were completed. The audits were completed near the end of the 2005/06 fiscal year.

STATEMENT OF THE ISSUE

Over the last several months, the City has been negotiating with the Compton Firefighters, Local 2216 regarding salary and benefits and has now come to an agreement. This Unit has met with their members and voted to approve the contract package agreed to during negotiations. The resulting MOA must now be approved by the City Council at which point it can be executed and implemented. This MOA is for a three-year term and provides for the following salary increases:

Effective July 1, 2006	6%
Effective January 1, 2007	1%
Effective July 1, 2007	4%
Effective January 1, 2008	2%
Effective July 1, 2008	2%

FISCAL IMPACT

The estimated costs for salaries and benefits are estimated at approximately \$1.6 million. Monies for adoption of this contract have been allocated in the 2007 – 2008 fiscal year budget and available in the Fire Department's contingency account and via salary savings.

RECOMMENDATION

Staff recommends that Council approves the attach resolution adopting the MOA for Compton Firefighters, Local 2216.

CHARLES EVANS

1.

CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF COMPTON AND COMPTON
FIREFIGHTERS LOCAL 2216

WHEREAS, the City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Milias-Brown Act: and

WHEREAS, the negotiations have resulted in an Agreement between the City of Compton and Compton Firefighters Local 2216; and

WHEREAS, it is in the best interest of the City to adopt the Agreement as proposed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES
HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Compton does hereby approve the Memorandum of Agreement (MOA) executed by the representatives of Firefighters Local 2216, a copy of which is attached hereto and incorporated herein by reference.

Section 2. That the City Manager is hereby directed to execute and implement this MOA in accordance with the provision of this resolution.

Section 3. That this Resolution, and the MOA referenced herein, supersedes any provision of previously adopted City policies that conflict with the provision of this MOA.

Section 4. That the monthly salary range for each of the classifications covered by the MOA is hereby fixed and established in accordance with Article 30 of this MOA.

Section 5. That the monthly retirement contribution for each of the classifications covered by this MOA is hereby fixed and established in accordance with Article 34 of the MOA.

Section 6. That a certified copy of this resolution shall be forwarded to the City Manager’s Office, the City Controller’s Office and the Human Resources Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2007.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2007.

That said resolution was adopted by the following vote, to wit:

AYES: Council Member(s) –
NOES: Council Member(s) –
ABSENT: Council Member(s) –
ABSTAIN: Council Member(s)-

MAYOR OF THE CITY OF COMPTON

**MEMORANDUM
OF
AGREEMENT**

CITY OF COMPTON

AND

**COMPTON FIREFIGHTERS,
LOCAL 2216**

JULY 1, 2006

TO

JUNE 30, 2009

MEMORANDUM OF AGREEMENT

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MEMORANDUM OF AGREEMENT

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MEMORANDUM OF AGREEMENT
City of Compton, a Municipal Corporation
And
Compton Firefighters, Local 2216
Affiliated with the International
Association of Firefighters

PREAMBLE

This Agreement is entered into by and between the City of COMPTON, CALIFORNIA, hereinafter referred to as the CITY, and LOCAL 2216 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION, pursuant to the terms of Council Resolution No. 10,471 of the City of Compton and has been executed by the City Manager, on behalf of the employees of the Compton Fire Department. It is, however, the mutual understanding of all parties hereto, that such Agreement is of no force or effect whatsoever unless or until ratified by Local 2216 and approved by resolution duly adopted by the City Council of the City of Compton.

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 1. RECOGNITION

The Compton Firefighters, Local 2216, affiliated with the International Association of Firefighters, is hereby acknowledged by the City of Compton as the recognized employee organization representing the employment classifications in this Unit as may be established by the City. The Unit as presently established, consists of the following classifications:

- A) Fire Captain
- B) Fire Engineer

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C) Firefighter

For the term of the Agreement, no other employee organization may seek representation, nor may the City recognize another employee organization for an election not consistent with City Council Resolution No. 10,471, of the City of Compton or California State Law.

ARTICLE 2. SCOPE OF REPRESENTATION

The scope of representation shall include all matters relating to employment conditions and employer/employee relations, including, but not limited to wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law.

ARTICLE 3. MAINTENANCE OF MEMBERSHIP

Each employee who, on the effective date of this Resolution, is a member of the Firefighters Union, Local 2216, and any employee who becomes a member after that date, shall maintain membership in the Union, provided that such employee may resign from the Union during a period of fifteen days prior to the expiration of this Agreement. The payment of dues and assessment is uniformly required of the membership for the duration of this Agreement.

ARTICLE 4. JOB DESCRIPTIONS AND CLASSIFICATIONS

In the event a new job classification is created, which is determined to be within the internal and occupational community of interest of Local 2216, the Union will be consulted on the proposed classification pay and job description.

ARTICLE 5. PAYROLL DEDUCTIONS

It is mutually agreed that the City will deduct dues and assessments once each month, and other monies, provided there is not more than one deduction per pay period, in an amount certified to be correct by the Treasurer of the Union, from the pay of those employees who individually request in writing that such deductions be made. The total amount of all such deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement as specified in Council Resolution No. 10,471.

Local 2216 agrees to indemnify and hold the City harmless against all claims, suits, orders or judgments brought or issued against the City as a result of dues deductions or transmittal of such funds to Local 2216, (exclusive of errors in computation made by the Controller's Department).

ARTICLE 6. DISCRIMINATION

The employer shall not discriminate against any employee for his activity in behalf of, or membership in the Union, and the Union shall not permit members in supervisory capacities to discriminate against non-Union employees in matters relating, but not limited to, duty assignments. Neither the Firefighters nor City shall discriminate against any employee because of race, sex, creed, age, handicap, religion or political affiliations.

ARTICLE 7. BULLETIN BOARDS

The employer will provide the Union with space on available bulletin boards on which the Firefighters, Local 2216, may post its official notices. The Union shall submit a copy of each notice to the Fire Chief or his designated representative prior to posting in order to keep the employer informed of the material which is being posted.

ARTICLE 8. RULES AND REGULATIONS

The Union agrees that its members shall comply with all applicable City and departmental rules and regulations, including those relating to conduct and work performance.

The City agrees that the application of unreasonable departmental rules and regulations which affect working conditions and performance shall be subject to the established grievance procedures.

New departmental rules or changes in departmental rules and regulations shall be thoroughly discussed with Union representatives prior to implementation.

ARTICLE 9. SICK LEAVE/SEVERANCE PAY

A. Unit employees scheduled to work 56 hours shall earn 12 hours of sick leave for each month of service. All other employees in the Unit shall earn nine hours of sick leave for each month of service. Said sick leave accumulation shall be credited to the employee's records on a monthly basis. Accumulation of unused sick leave shall be unlimited. Individual employees shall be entitled to pay off of accumulated sick leave in accordance with the following schedule upon termination in good standing after five years of continuous service:

AMOUNT OF PAY-OFF

<u>Time of Service</u>	<u>Up to 800 hrs.</u>	<u>Over 800 hrs</u>
0 up to 5 years	0%.	0%
5 up to 10 years	25%	0%
10 up to 15 years	50%	25%

15 up to 20 years	75%	50%
20 up to 25 years	100%	75%
25 years or more	100%	100%

- B. In the event of an economic lay-off, or should the City contract fire services, employees will receive pay-off of accumulated sick leave in accordance with the following schedule:

<u>Time of Service</u>	<u>Up to 800 hrs.</u>	<u>Over 800 hrs</u>
3 up to 10 years	25%	25%
10 up to 15 years	75%	50%
15 up to 20 years	100%	75%
20 years or more	100%	100%

- C. Notwithstanding any other provision in this Agreement, in the event of an economic lay-off, or should the City contract fire services, the City will provide the sick leave pay-off in two equal installments with the first installment paid at the time of separation, and the second installment paid on the first pay period after May 1 or January 1, whichever date comes first after the first installment.

ARTICLE 10. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted up to two shifts off with pay, to attend the funeral. The immediate family shall be defined as spouse and children of the member, mother, father, stepmother, stepfather, stepchildren, brother, sister, grandparents of the member, and those of the member's spouse. (In addition, the Fire Chief has the discretion to approve additional days off beyond two shifts, however, any additional time granted shall be charged to sick leave).

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ARTICLE 11. VACATION LEAVE

- A. Consistent with present City policy, vacation leave shall be earned on a monthly basis, depending on length of continuous service as follows:

Three Platoon Personnel

Less than 5 years service	14.000 hours
5 years, but less than 15 years service	20.000 hours
15 years service and over	26.000 hours

All Others Within the Unit

Less than 5 years service	10.000 hours
5 years, but less than 15 years service	14.000 hours
15 years service and over	19.000 hours

- B. Vacation in excess of three shifts may be compensated for by payment at straight time in lieu of time off, contingent upon departmental scheduling of available time.
- C. Vacation schedules shall comply with the department's current vacation bulletin.

ARTICLE 12. MOVE-UP ASSIGNMENTS

Employees of the Unit will be compensated for move-up assignments as follows:

- A. The qualifying period shall be in excess of 24 (meaning 24 1/2) scheduled hours per calendar quarter. The calendar quarters are: January — March; April — June; July — September; and October — December.
- B. Payment for higher classification shall be as follows effective July 1, 2006:
- | | |
|-------------------------------|-------------------|
| From Firefighter to Engineer | \$40.00 per shift |
| From Firefighter to Captain | \$45.00 per shift |
| From Firefighter to paramedic | \$50.00 per shift |

From Engineer to Captain \$45.00 per shift

From Captain to Battalion Chief \$50.00 per shift

To Specialty assignment \$20.00 per day

- C. There will be retroactive payment upon the completion of the qualifying period.
- D. Only permanent, certified employees will be eligible for higher classification pay.
- E. Qualifications and ability shall be considered in selecting employees to fill assignments in higher classifications: when qualifications and ability are equal, seniority in rank within the station in which the vacancy occurs shall govern. Move-up assignments outside the Unit (Battalion Chief, Deputy Fire Chief and Fire Chief) shall be decided by the Fire Chief or the City Manager.
- F. Employees shall not be assigned to a higher classification unless they possess the minimum requirements for the position.

ARTICLE 13. REASONABLE NOTICE

All communication or notice required to be served upon the Union by the City shall be delivered to a provided space within the Fire Department. All communication with the City shall be addressed and delivered to the City Manager's Office, unless otherwise specified herein.

ARTICLE 14. ACCESS TO WORK STATION

The City will grant official representatives of the Union the access and right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. There will be as little interference as possible by the Union's Business Representative and/or Shift steward during the working hours of such employee or employees. The Shift Steward shall be permitted to conduct a reasonable amount of Union business

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regarding grievances during working hours without loss of pay. The Union may use City facilities to conduct meetings when such facilities are available, with the expressed permission from the Fire Chief.

ARTICLE 15. HOLIDAYS

- A. All three Platoon Personnel shall be compensated for holidays by payment in addition to base pay at the rate of 7% of base pay. All other personnel in the Unit shall observe holidays in the same manner as general City employees.
- B. Effective January 1, 2003, all three Platoon Personnel shall be compensated for holidays by payment in addition to base pay at the rate of 8% of base pay. All other personnel in the Unit shall observe holidays in the same manner as general City employees.

ARTICLE 16. HOURS OF WORK

The three Platoon duty schedule shall be an average 56-hour week. Whenever Federal or State laws (or policies) dictate a different schedule from that stated above, the City shall retain the right to alter the schedule to meet budgetary limits.

ARTICLE 17. UNION BUSINESS

- A. Firefighters elected to Union offices (and other members appointed by the Union President) shall be granted time off to perform Union duties and attend Union functions without loss of pay. Time off, however, is not to exceed an aggregate of 500 hours per fiscal year for the total of all such employees. Time off for Union functions may include, but is not limited to, attending conferences, conventions and seminars. Approval to take time off must be obtained from the Fire Chief or his designee before such time is taken.

- B. Pursuant to Section 3505.3 of MMB, up to four members of the negotiating team shall be allowed reasonable time off without loss of compensation or benefits, exclusive of Union business hours when formally meeting and conferring with the City on matters within the scope of representation, provided their release shall not result in engine companies being out of service.

ARTICLE 18. IMPASSE PROCEDURES

In the event an impasse is declared pursuant to Section 16 of Resolution No. 10,471, and the matters at impasse are not resolved at the Impasse Meeting, then the following impasse resolution procedures shall be followed:

- A. The parties shall jointly request assistance from the California State Conciliation Service, Department of Industrial Relations or any other mutually agreeable party for mediation or for recommendations in order to resolve the impasse and reach an agreement for representation to the City Council.
- B. In the event that the efforts of the mediator do not resolve the impasse, either party may submit the impasse to advisory arbitration.
 - 1. As soon as possible and in any event not later than ten working days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten days, an arbitrator shall be selected from a list of seven arbitrators submitted by the Federal or State Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

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2. Either the City or the Union may call any employee as a witness and the employer agrees to release said witness from work if he is on duty. If an employee witness is called by the City, the City will reimburse him for time lost; if called by the Union, the Union will pay the expense.
 3. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the articles at impasse. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
 4. Within ten days of the completion of the impasse hearing, the arbitrator shall issue a non-binding advisory report and recommendations (advisory arbitration decision) to resolve the impasse.
 5. The parties shall promptly meet in order to resolve the impasse and reach an agreement for presentation to the City Council.
 6. The fees and expenses of the arbitrator shall be paid by the party(ies) to the dispute. The portion of the total cost for which each party is responsible is the amount equal to the cost divided by the number of parties to the dispute.
- C. In the event that the impasse procedures invoked do not result in the resolution of the items in dispute, then the matter shall be submitted for determination, by the City Council pursuant to Section 16 of Resolution No. 10,471. In reaching its determination, the City Council shall fully consider any advisory arbitration decision that has been rendered.
- D. If there is a valid state law which provides for another procedure for resolving impasses, the parties shall use the procedure provided for by state law instead of the above procedure for resolving impasse disputes.

ARTICLE 19. PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the employees of this Unit at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner unless changed by mutual agreement or arbitration decision. In the event an agreement cannot be reached by the parties, any unresolved issue may be submitted by either party directly to arbitration in accordance with the arbitration provisions herein.

ARTICLE 20. SENIORITY AND TEMPORARY APPOINTMENTS

A. Seniority shall be the determining factor in all temporary appointments and transfers within the Unit. As used herein, seniority shall be defined as the date of permanent appointment to current rank or classification with the City of Compton and as applied shall consist of the following factors:

1. Length of service
2. Qualifications and ability
3. Physical fitness

B. Seniority shall be terminated by discharge for cause or resignation. When (2) and (3) are relatively equal, length of service shall govern.

C. When it is determined that a position within the Unit will be vacant for a period in excess of 30 days, and the Fire Chief or his designee elects to fill it, the following procedures will apply:

Temporary appointment using the certified current eligibility list, certified by the Personnel Board and selecting from the three highest-ranking candidates.

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When no eligibility list is available and the position must be filled, then seniority, as defined above, shall govern.

Such appointments shall remain in effect until the employee who caused the temporary vacancy returns to work or the appropriate eligibility list is established, but not to exceed the duration which governs temporary appointments. All temporary Appointments or Assignments must have been approved by the departmental process, and are subject to City Manager approval.

ARTICLE 21. MEDICAL INSURANCE COVERAGE

- A. Employees on board as of July 1, 1981: Effective with the adoption of the resolution, ratifying this MOA, the City shall Pay 100% of the cost for coverage for the employee plus two or more dependents based upon the cost of the premium for Kaiser- Los Angeles Region (Los Angeles, San Bernardino, Ventura Counties) medical plan or the equivalent dollar amount toward any plan provided by the City. The City shall increase the contribution toward the health insurance premium by the equivalent amount of the Kaiser-Los Angeles Region increase each August 1st - for the duration of this MOA.
- B. Employees hired after August 1, 1981, who have less than one year of service: Effective with the adoption of the resolution ratifying this MOA, the City shall pay 100% of the cost for coverage for the employee only based upon the cost of the premium for medical plan, or the equivalent dollar amount toward any plan provided by the City. The City shall increase the contribution toward the health insurance premium by the equivalent amount of the increase each August ^{1st} for the duration of this MOA.
- C. Employees hired after August 1, 1981, who have at least one year, but less than four years of continuous service: Effective with the adoption of the resolution ratifying this

MOA, City shall pay 100% of the cost for coverage for an employee plus one dependent based upon the cost of the premium for Kaiser- Los Angeles Region medical plan, or the equivalent dollar amount toward any plan provided by the City.

The City shall increase the contribution toward the health insurance premium by the equivalent amount of the Kaiser-Los Angeles Region increase each August 1st – for the duration of this agreement.

- D. Employees with four or more years of continuous service: Effective with the adoption of the resolution ratifying this MOA, the City shall pay 100% of the cost for coverage for the employee plus two or more dependents based upon the cost of the premium for Kaiser-Los Angeles Region medical plan, or the equivalent dollar amount toward any plan provided by the City. The City shall increase the contribution toward the health insurance premium by the equivalent amount of the Kaiser-Los Angeles Region increase each August 1st for the duration of this Agreement.

ARTICLE 22. DAILY FIRE COMPANY STAFFING

Effective upon the execution of this Memorandum of Agreement, the minimum daily Fire Company staffing of 19 will be as follows:

Engine 41	1 Fire Captain, 1 Fire Engineer, 1 Firefighters
Engine 42	1 Fire Captain, 1 Fire Engineer, 1 Firefighters
Engine 43	1 Fire Captain, 1 Fire Engineer, 1 Firefighters
Engine 44	1 Fire Captain, 1 Fire Engineer, 1 Firefighters
Truck 411	1 Fire Captain, 1 Fire Engineer, 1 Firefighters
Paramedic Rescue 441	2 Firefighter/paramedics
Paramedic Rescue 442	2 Firefighter/paramedics

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- Effective May 1, 2008, the daily Fire Company staffing will increase to 22.
- Effective January 1, 2009, the daily Fire Company staffing will increase to 23.
- Effective June 30, 2009, the daily Fire Company staffing will increase to 25 and be assigned as follows:

Engine 41	1 Fire Captain, 1 Fire Engineer, 2 Firefighters
Engine 42	1 Fire Captain, 1 Fire Engineer, 2 Firefighters
Engine 43	1 Fire Captain, 1 Fire Engineer, 2 Firefighters
Engine 44	1 Fire Captain, 1 Fire Engineer, 2 Firefighters
Truck 411	1 Fire Captain, 1 Fire Engineer, 2 Firefighters

Paramedic Rescue 441	2 Firefighter/paramedics
Paramedic Rescue 442	2 Firefighter/paramedics

If activation of more than four (4) engines is necessary in order to respond to situational emergencies, the City reserves the right to make operational adjustments that differ from the above staffing levels.

ARTICLE 23. DENTAL INSURANCE COVERAGE

- A. For the term of this Agreement, the City shall continue to provide full payment for a City-wide pre-paid plan and shall contribute a maximum of \$103.88 towards any City-wide indemnity plan.
- B. It is specifically understood that employees shall pay any and all additional premium increases related to the orthodontic benefits and additional options not provided for in or in excess of the City-wide basic plan through monthly payroll deductions.

INTENT: It is the intention of the Article to specify the City's obligations in paragraph "A and the Unit member's responsibilities in paragraph "B."

ARTICLE 24. EDUCATIONAL INCENTIVE PAY

- A. Effective July 1, 2001 employees within the Unit hired prior to January 1, 2001, who have received the following certificates or degrees, shall be eligible for compensation in addition to base pay as follows:

	<u>% of Base Pay</u>
24 or more college semester units in Fire Science/Technology	2.5%
"Fire Officers' Certificate", State of California	2.5%
Associate of Science Degree	5.0%

- B. In no case shall an employee be eligible for an Education Incentive in excess of 5% of his base pay.
- C. Effective July 1, 2006, any employee hired on January 1, 2001 or after shall receive \$300.00 per month for an Associate of Science degree or higher. Any employee who possesses 24 units in Fire Science/Technology shall receive \$150.00 per month. The amounts are not cumulative.

ARTICLE 25. UNIFORM ALLOWANCE

- A. Employees of the Unit shall be provided with a uniform allowance as follows:
1. At the time of appointment, the City shall provide each new employee of the Unit the prescribed items of uniform clothing and safety equipment.
 2. At first anniversary of appointment — 50% of annual uniform allowance, paid in quarterly payments of \$187.50.
 3. At second anniversary of appointment — 80% of annual uniform allowance, paid in quarterly payments of \$300.00.

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4. Effective July 1, 2006, all others shall receive \$1,500 per year. Payment to be made in quarterly payments of \$375.00.
- B. Each employee must work at least two-thirds of his regularly scheduled work assignment during each four-month period prior to payment to qualify for full allowance; if less than said time is worked, the allowance will be prorated accordingly on a monthly basis.

ARTICLE 26. PREMIUM PAY

Employees assigned to work requiring specified duties which require skills and abilities not contemplated in the employee's normal assignments in the areas described in this section shall receive premium pay only while so assigned.

Such premium pay shall be for the hours actually worked in the assignment. Assignment and reassignment shall be made by the department head, subject to the approval of the City Manager.

A. FIRE PREVENTION AND SPECIAL ASSIGNMENT:

Effective July 1, 2006, Fire Prevention, Paramedic Coordinator and other special 40-hour assignments shall receive a 10% premium per month additional compensation.

B. PARAMEDIC ASSIGNMENT

Effective July 1, 2006, any Firefighter regularly assigned to serve as a paramedic shall receive, upon certification, 10% per month additional compensation, as long as he/she maintains competent performance as a paramedic.

Firefighters shall receive 19% per month additional compensation at the beginning of the second year of paramedic assignment as long as: (1) his/her certification remains current, and (2) he/she maintains an evaluation of competent performance as a paramedic, and (3) he/she must be assigned to paramedic duty.

- C. Effective July 1, 2006, any Fire Captain or Fire Engineer regularly assigned to serve as a paramedic shall receive \$600.00 per month additional compensation when: (1) he/she has been assigned, and (2) his/her certification remains current, and (3) he/she maintains an evaluation of competent performance as a paramedic.
- D. Effective July 1, 2006, any Fire Captain, Fire Engineer or Firefighter maintaining a current EMT-paramedic certification who is not assigned as a paramedic shall receive \$300.00 per month additional compensation.
- E. Effective July 1, 2006, any Fire Captain, Fire Engineer or Firefighter maintaining a Hazardous Materials First Responder Operational certification shall receive \$200.00 per month additional compensation.
- F. Effective July 1, 2006, any Fire Captain, Fire Engineer or Firefighter regularly assigned to a specialty Urban Search and Rescue, Hazardous Materials, Swiftwater or Arson Team shall receive \$200.00 per month additional compensation.

ARTICLE 27. LEAVE OF ABSENCE

The City Manager may grant a permanent employee leave of absence without pay not to exceed one year. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be in writing and signed by the City Manager, and a copy filed with the Human Resources Director. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted; provided the employee is in physical condition to properly carry out the duties of such position. Failure on the part of an employee on leave to return to work promptly at its expiration shall be cause for discharge. A leave of absence granted to any employee shall not create a vacancy in his position. For the duration of any such leave of absence, the duties of the position may be performed by

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another employee in the Classified Service on an acting assignment approved by the City Manager, provided that an employee so assigned shall possess the minimum qualifications for such position.

ARTICLE 28. GRIEVANCE PROCEDURE

It is recommended that the following procedure be applicable to members of the bargaining unit:

A. Purpose of Grievance Procedures:

1. To promote improved employer/employee relations
2. To provide that grievances shall be settled as near as possible to the point of origin
3. To provide that the grievance procedures shall be as informal as possible

B. A "grievance" is defined as the expression of an employee's complaint regarding the interpretation and application of one or more provisions of the rules, regulations, and conditions of employment as embodied in this Memorandum of Agreement between the City and the Union.

C. Grievances, as herein defined, shall be processed in the following manner:

1. Step 1 (Informal)

An employee's grievance must be submitted to his first line non-unit supervisor or management representative immediately in charge of the aggrieved employee within ten calendar days after the event giving rise to the grievance. The supervisor or management representative will give his answer to the employee by the end of the tenth calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

2. Step 2

If the grievance is not settled in Step 1, the employee and his representative, if any, shall within five working days after the termination of Step 1, appeal in writing to the department head. The department head shall schedule a meeting place within ten calendar days from the date the grievance is referred to Step 2. The department head may invite other members of management to be present at such meeting. The department head will give a written reply by the end of the tenth calendar day following the date of the meeting, and giving of such reply will terminate Step 2.

3. Step 3/City Manager's Office

If Step 2 does not resolve the grievance, the employee may appeal the grievance in writing to the City Manager's Office. The grievance shall be submitted within ten days of the receipt of the response given in Step 2. The City Manager or his designee will respond to the employee within fifteen calendar days of receipt of the grievance. The decision of the City Manager shall terminate Step 3.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next level. The time limit in each step may be extended by prior mutual written agreement of the City and the employee at each step.

ARTICLE 29. ARBITRATION

A. Grievance Arbitration: The City or Local 2216 may request that a grievance be submitted to arbitration if the orderly procedures provided herein do not resolve the matter to the mutual satisfaction of both parties. However, only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Agreement shall be submitted to arbitration.

1. As soon as possible, and in any event not later than ten work days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten days, an arbitrator shall be selected from a list of seven arbitrators submitted by the State or Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
2. Either the City or the Union may call any employee as a witness, and the employer agrees to release said witness from work, if he is on duty. If an employee witness is called by the City, the City will pay the employee's salary for time released from normal work duties. If an employee witness is called by the Union, the City will release the employee from normal work duties and the salary for time released will be paid by the Union and not by the City. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other Issue not so submitted to him.

3. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws, rules and regulations having the force and effect of the law. He shall have no power to establish a rate or change the existing wage rate structure, establish new jobs, or change existing job content. The arbitrator shall submit in writing his or her decision within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision of the arbitrator rendered in accordance with the foregoing shall be binding upon the parties.
 4. The arbitrator may hear and determine only one grievance at a time without the express agreement of the City and Local 2216.
 5. It is agreed that the party determined by the ruling arbitrator to be in violation shall pay the total cost of arbitration with the exception of counsel's fees and witness services.
- B. Arbitrator of Severe Discipline: Disciplinary actions which may or do result in a suspension, demotion, termination from active City employment, a reduction in pay or a disputed personnel transfer, constitute "severe discipline" for purposes of Article 29B. Local 2216 may appeal the City's decision to impose severe discipline through the procedures described below. Notwithstanding anything in this Memorandum of Agreement, the procedures described below: 1) do not apply in the case of any dispute or personnel action other than "severe discipline as defined here; 2), do not apply in the case

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of a demotion because of failure to pass his/her probation; and 3) do not apply in the case of a termination of a probationary firefighter because of failure to pass his/her probation.

1. Method of Appeal: On or before the 10th work day after the date of written notice of severe discipline, the disciplined employee may invoke this appeal procedure by delivering written notice of such appeal to the City Manager. An employee's failure to timely deliver written notice of appeal waives these appeal procedures, and makes the discipline final and binding. Such notice of appeal shall contain a statement of the grounds upon which it is based.
2. Selection of Arbitrator: As soon as possible, and in any event not later than ten work days after the City Manager receives a timely written notice of appeal from the employee, the parties shall agree upon an arbitrator. If no agreement is reached within said ten workdays, the parties shall jointly request a list of seven arbitrators from the State Mediation and Conciliation Service. If no agreement is reached on the selection of an arbitrator from the list, the parties will select an arbitrator by alternate striking of names from the list until one name remains. The party who strikes the first name from the list shall be determined by lot.
3. Employee Status Pending Appeal: Severe disciplinary actions shall be effective upon the completion of the pre-determination procedures set out in Compton Personnel Rules and Regulations 10.2A. No employee shall be entitled to compensation after the effective date of the action and during any period of appeal.
4. Right to Representation: At any stage of the proceedings described in Article 29B, an employee shall have the right to the assistance of a representative at the

employee's own expense. The City has no obligation to provide or compensate any such representative.

5. Appeal Hearings: The following requirements shall apply to appeal hearings:
 - a. Cost and Fees: The parties shall share equally the expenses of the arbitrator and court reporter. Each party bears its own counsel's fees, costs, witness services, and any other costs that the party unilaterally incurs. Also, any copies of transcripts of the proceedings other than that provided to the arbitrator will be paid solely by the requesting party. The cost of the arbitrator shall be borne equally by the City and the employee.
 - b. Court Reporter: A reporter shall be ordered and shall be present during the entire proceedings. The cost of a reporter and of one copy of the transcript of the hearing shall be borne equally by the City and the employee.
 - c. Oaths and Subpoenas: The arbitrator shall have the power, upon request of either party, to issue subpoenas to compel the attendance of any witness. The arbitrator shall administer oaths or affirmations in conjunction with testimony given at such hearings. When employees of the City are called to testify on behalf of the City's case during non-working hours, they will be compensated for all time required of them during such non-duty hours at their regular rate of pay in the form of additional pay or compensatory time, as the City may decide in its discretion. If called by the aggrieved employee, an employee's normal pay for time released from normal work duties will be paid by the aggrieved employee and not by the City. Non-employee witnesses called by the City to testify on its behalf may be

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reimbursed for their actual loss of earnings and any expense incurred, in the discretion of the City.

- d. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum of Agreement or the City's Personnel Rules and Regulations, or any other City Council Resolution bearing upon the matter. The arbitrator shall have authority to determine only whether the City has proven the charges by the preponderance of the evidence and what level of discipline is appropriate. The arbitrator may rescind the aggrieved employee's suspension, demotion, termination, or disputed personnel transfer. If the arbitrator finds that the action was taken without cause, the arbitrator may direct that the employee be paid all or a portion of the wages or salary to which he/she would have been entitled had he/she not been disciplined. Under no circumstances does the arbitrator have authority to award damages, attorney's fees or costs. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties at the hearing, on any stipulations entered into by them in writing, and by the arguments presented in their written briefs, if any. Findings of fact and conclusions drawn therefrom, that support the determination or award resulting from the hearing, will be issued in writing within the time limits agreed to between the employee, the City and the arbitrator at the conclusion of the hearing.

- e. Effect of Arbitration Decision: The written decision of the arbitrator shall be final and binding on the employee, the Union, and the City, provided that the decision is within the arbitrator's jurisdiction, is limited to the agreed-upon issue(s), and is consistent with the preponderance of the evidence.
- f. One Appeal at a Time: The Arbitrator may hear and determine only one appeal of severe discipline at a time without the express agreement of the City and Local 2216.

ARTICLE 30. BASE PAY

- A. The monthly salary range for each of the classifications covered by this Memorandum of Agreement shall be set as follows:

Effective July 1, 2006, all employees shall receive a 6% increase to base pay which shall be reflected in the salary range.

Effective January 1, 2007, all employees shall receive an additional 1% increase to base pay which shall be reflected in the salary range.

Effective July 1, 2007, all employees shall receive an additional 4% increase to base pay which shall be reflected in the salary range.

Effective January 1, 2008, all employees shall receive an additional 2% increase to base pay which shall be reflected in the salary range.

Effective July 1, 2008, all employees shall receive an additional 2% increase to base pay which shall be reflected in the salary range.

<u>Classification</u>	<u>Range/Effective 7/01/06</u>
Fire Fighter	121
Fire Engineer	137

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Fire Captain	153
<u>Classification</u>	<u>Range/Effective 1/01/07</u>
Fire Fighter	122
Fire Engineer	138
Fire Captain	154
<u>Classification</u>	<u>Range/Effective 7/01/07</u>
Fire Fighter	126
Fire Engineer	142
Fire Captain	158
<u>Classification</u>	<u>Range/Effective 1/01/08</u>
Fire Fighter	128
Fire Engineer	144
Fire Captain	160
<u>Classification</u>	<u>Range/Effective 7/01/08</u>
Fire Fighter	130
Fire Engineer	146
Fire Captain	162

ARTICLE 31. MANAGEMENT RIGHTS

It is recognized that, except as expressly stated in this Agreement, the department shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the department, including, but not limited to, the right to direct the working forces; to plan, direct

and control all the operations and services of the department; to determine the methods, means, organization by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, in accordance with the applicable provisions of the City Charter and Personnel Rules and Regulations or relieve employees due to lack of work or other legitimate reasons; to demote, suspend, discipline, discharge for just cause; to control the department's budget, to take whatever actions necessary in emergencies in order to assure proper functions of the department.

Effect of Laws, Rules and Regulations

The Union recognizes that all employees covered by this Agreement shall perform the services prescribed by the City and shall be governed by the laws of the State of California, and by the City's rules, regulations, directives and orders, issued by properly designated officials. The Union also recognizes the City's rights and obligations to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the City, insofar as such rules, regulations, directives and orders do not conflict with the express terms of this Agreement.

Reservation of Management Rights

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein; and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

ARTICLE 32. ZIPPER CLAUSE

This MOU sets forth the full and entire understanding of the parties regarding matters set forth herein, and any and all prior or existing MOU's, understandings, or agreements that conflict with

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the matters set forth herein, whether formal or informal, are hereby superceded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to wages, hours, and working conditions, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Notwithstanding the above, the parties agree to meet and confer upon mutual agreement. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 33. SEVERABILITY PROVISION

This Memorandum of Agreement is subject to all applicable Federal, State, County and City laws and regulations, and any lawful rules and regulations enacted by the City's Personnel Board. If any part or provision of this Memorandum of Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, or County laws, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall

be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

Notwithstanding the above, the City and the Association agree to meet and confer to address any impact that such invalidity or unenforceability of laws may have upon the terms and conditions of employment.

ARTICLE 34. RETIREMENT PLAN

A. Effective July 1, 2003, all sworn members of the Compton Fire Fighters employee organization shall receive the CALPERS 3% at 50 retirement plan of the California Public Employees' Retirement System. This plan is also known as California Government Code section 21362.2. The City agrees to continue paying the employees' share of the contribution towards the retirement plan (PERS).

ARTICLE 35. ACTING ASSIGNMENT

When an employee of this Unit is given an acting assignment to a position allocation in a higher salary range, the rate of compensation shall be fixed by the City Manager at a step within such higher salary range which shall represent an increase in compensation of not less than five percent.

ARTICLE 36. LIFE INSURANCE

The City shall provide life insurance for unit members in the amount of \$50,000.00. The coverage will become effective July 1, 2006 or upon acceptance by the City's carrier.

ARTICLE 37. STRIKE PROHIBITION

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any unauthorized strike, work stoppage or slowdown, or any other restriction of work at any location in the City. Employees in the bargaining Unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee/employees engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damage, which may be available to the City.

In the event of an unauthorized strike, work stoppage, slowdown, picketing/observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

STRIKES AND LOCKOUTS

The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The City agrees that during the same period, there will be no lockouts..

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or strike, may be disciplined or discharged. Accordingly, and in pursuance with this Article, the City agrees not to violate any of the express terms of this Agreement throughout its duration.

ARTICLE 38. LAYOFF AND RETRENCHMENT PROCEDURES

Any employee in the Classified Service may be laid off for lack of work or lack of funds through action of the City Council, as set forth in Section 1107 of the City Charter.

City Charter. Article XL Section 1107.

Abolition of Position Layoffs

Whenever it becomes necessary, in the opinion of the City Council, to abolish a position, or to reduce the number of employees in a given class in the Classified Service, the City Council may do so by stating in its proceedings its reasons therefor. Should such positions involving substantially the same duties be created or filled within one year, the employee or employees discharged shall be entitled to be appointed thereto.

All layoffs occasioned by the abolishment of a position or the reduction in Number of employees in a given class shall be governed by seniority in service and shall be in the reverse order of employment. Re-employment shall be in the reverse order of layoff.

Interpretation

Service Seniority, is interpreted and defined as length of continuous service in the respective classification or in a promotional classification within the same occupational family group.

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A. Order of Separation

Seniority in classification shall govern the order of layoff so that positions remaining which are not abolished or are to be staffed after layoff will be occupied by employees with greatest length of continuous service in the classification.

1. Wherever seniority in classification is equal; the following criteria shall be applied in the order below:
 - a. Service within that occupational group
 - b. Total City service
 - c. Relative position on Eligibility List
 - d. Drawing of lots

B. Voluntary Reduction in Lieu of Layoff

Any classified employee serving in a permanent or promotional probationary status who is scheduled to be laid off may, not later than five working days after notice of layoff, request a reduction to a lower class regardless if he has previously served in that position, so long as the class to which he reverts is within the same occupational or family group, only when an employee reverts to a position where he has not previously served, a 90-day probationary period will be required. If the employee does not receive a satisfactory evaluation, he then reverts to the next lower position within the group in which he has accrued seniority. Employees may revert to positions outside of the family group only when they have previously served in the respective position, and there is a vacancy or an incumbent in such position who has less total service therein than the employee requesting the demotion in lieu of layoff. The employee requesting the demotion in lieu

of layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced him, and shall employ the same procedures.

The employee laid off shall be given written notice of layoff not less than thirty (30) calendar days prior to the effective date of the layoff and shall be informed of his reinstatement status in writing.

The employee laid off or displaced as a result of another employee's reversion to a lower classification shall receive written notice of layoff not less than twenty (20) days prior to the effective date of such action.

The employee laid off as a result of a displaced employee's reversion to a lower classification shall receive written notice of layoff not less than ten (10) days prior to the effective date of the layoff.

The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate layoff/reinstatement list according to the date of separation and shall be based on: last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter.

Said list shall be used by the appointing officer when a vacancy for that class is to be filled before certification.

C. Order of Recall

Employees in the Classified Service who have been laid off shall be placed on an appropriate layoff/reinstatement list according to the date of separation and classification of position. Said list shall be used by the appointing officer when a vacancy exists for the class or position of former employment.

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Recall from layoff shall be in the reverse order of layoff within the class and in accordance with the reinstatement list compiled for such purposes.

D. Notice of Recall

Notice of recall from layoff shall be by return-receipt-requested mail and shall specify' the date for reporting to work which shall not be more than two weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery or attempted delivery is certified by the Postal Service. Notice of recall will also be forwarded to the respective employee organization. Employees to be laid off shall submit to the Personnel Office, their current address at the time of separation. Upon receiving notice, the person on layoff shall have five days to accept or decline the recall opportunity.

1. If an employee fails to respond in writing within the five days of recall, the City proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or the list is exhausted.
2. Any employee who refuses recall, or fails to report on the prescribed date within the two-week maximum thereby waives all remaining rights to recall and reinstatement as an employee.
3. An employee who has been recalled may be required to successfully complete a medical or psychological examination prior to being appointed to the position.

E. Reinstatement/Restoration

1. No Accruals.. During layoff status, no person shall be entitled to accrue any additional benefits, rights, privileges or obligations of employment, nor be

entitled to any employer contributions for health, retirement or any other benefit plan, except as may be restored upon recall and reinstatement as herein set forth. Employees reinstated under the provisions of this Rule shall begin accruing benefits at the level they had attained prior to displacement.

2. Restoration of Benefits

Any employee who has been laid off and who is reinstated in a permanent position within one year from the date of layoff shall receive the following considerations and benefits:

- a. All sick leave credited to the employee's account for which the employee was not compensated when laid off, shall be restored;
- b. All seniority held at the time of layoff shall be restored;
- c. All prior active duty time shall be credited for the purpose of determining vacation accrual rates and service awards.
- d. The probationary status of any employee that is interrupted by layoff must be completed upon reinstatement; however a new probationary period of not less than 90 days will be required in all cases where the probation has been interrupted by layoff for a period of six months or more as well as in situations where recall is to different class or department from which displaced by layoff.

3. Resignation in Lieu of Recall

An employee who elects to resign in lieu of layoff or while laid off shall forfeit all rights to reinstatement, and be entitled only to those rights related to severance from service.

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4. Assignment of Duties to Another

The duties performed by any employee laid off may be assigned to any other employee or employees holding positions in appropriate classes.

F. Separation After Layoff Without Recall

Layoff for more than one year will terminate all reinstatement rights. The employee will be entitled to the same severance benefits and pay as are provided in the case of other separations or retirements.

G. Checkout Upon Layoff Separation or Terminations

Any employee who is laid off, terminated, or who separates from the service for any reason shall not receive his final pay check until he has turned in to his supervisor, all City-owned equipment, including his City identification card, has cleared with his department head the disposition of any clothing, tools, or other working materials that have been provided him by the City, and has completed all exit interviews and forms which may be required by the City Manager.

H. Severance Benefits Upon Termination of Employment

The employee who is separated from the service is entitled to receive, in lieu of any other severance payments other than the benefits of a vested retirement program, those accumulations of unused and accrued vacation and sick leave credits as are provided for in this Memorandum of Agreement. Employees may elect to withdraw all compensation due at the time of layoff or at their discretion, may request to be compensated on a bi-weekly basis not to exceed one year. If an employee elects to withdraw all compensation at the time of layoff, he must request in writing, total and final severance pay from the City Controller at least ten days prior to the effective date of the layoff. If an employee

elects to restore time for which he was compensated, he must remit any monies received to the City. Upon receipt by an employee of such amounts of accumulation, all rights to any further severance pay shall cease and under no circumstances shall accrued and accumulated credit for unused vacation or sick leave time, nor any lump payment in lieu thereof be counted as sick credit nor be deemed as compensation for purposes of establishing the level of retirement benefits under any retirement plan then in force and effect.

ARTICLE 39. PURGING OF PERSONNEL FILES

The City agrees to review the Fire Department's personnel files annually and to remove and/or seal any minor reprimands or infractions (excluding serious disciplinary matters, i.e., suspensions, dismissals and demotions as follows:

Minor infractions or reprimands which are five years or older (as defined above) and those which have not been repeated within a two-year period.

ARTICLE 40. FLSA/OVERTIME

Effective April 13, 1986, the City and the Union agree to the following application of the Fair Labor Standards Act:

1. The City and the Local agree to a 28-day work cycle with a maximum of 212 hours worked. For FLSA overtime purposes employees must be paid overtime in cash at a rate of one and one-half (1 1/2) the Unit member's regular rate of pay for all hours worked in excess of 106 hours for each 14 day pay period.

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2. For purposes of overtime computation, all non-work hours shall be excluded from the hours a Unit member accrues with the exception of time granted for Union business and funeral leave.
3. In the event that the City is exempted from the requirements of the Fair Labor Standards Act, then the City and the Union agree that the above provisions of this Article are rescinded. The City would resume overtime computation for employees under the provision of the previous contract.

ARTICLE 41. QUARTERLY MEETING

The Union agrees to meet quarterly with the City to discuss and prepare tentative productivity standards for the various job classifications.

These discussions will serve as the basis of intended standards to be set at the expiration of this agreement and shall be incorporated into the terms and conditions of succeeding agreements. Further, the Union and the City agree to discuss the Administration of the Contract during these quarterly meetings. The intent here is for the parties to keep one another abreast of the day to day problems with respect to application of the MOU. It is not intended that any collective bargaining is to take place at these quarterly meetings.

Both parties agree that the added purpose of these meetings is to foster improved employer-employee relations, reduce the number of conflicts between the Union and Management through improved communications and set the tone for negotiations at the expiration of the MOU.

ARTICLE 42. DURATION

This Agreement shall be effective July 1, 2006, and shall remain in full force and effect through June 30, 2009, unless amended by mutual consent, at which time, all terms and conditions agreed to in this Agreement shall be terminated.

ARTICLE 43. WORKDOWNS

A higher ranking position may work down in a lower rank to prevent a mandatory callback or the shut down of a suppression apparatus at the pay rate of the lower ranking position being filled. The higher ranking employee must possess the minimum qualifications of the lower ranking position.

ARTICLE 44. RATIFICATION AND EXECUTION

The City and the Union acknowledge that this Memorandum of Agreement shall not be in full force and effect until ratified by the Union and adopted by the City Council of the City of Compton. Subject to the foregoing, this Memorandum of Agreement is hereby executed by the authorized representatives of the City and the Union and entered into this 4th day of December, 2007.

CITY OF COMPTON

COMPTON LOCAL FIREFIGHTERS
LOCAL 2216

By: _____

City Manager
City of Compton

By: _____

Chief Negotiator
Compton Firefighters Local 2216

1.

Approved As To Form:

By: _____

City Attorney
City of Compton

By: _____

Committee Member
Compton Firefighters Local 2216

By: _____

City Clerk
City of Compton

By: _____

Committee Member
Compton Firefighters Local 2216

By: _____

Committee Member
Compton Firefighters 2216

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF COMPTON AND COMPTON FIRE FIGHTERS, LOCAL 2216

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

12/14/2007 2:22:28 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

12/19/2007 4:19:07 PM
DATE

Willie Norfleet
CITY CONTROLLER

12/19/2007 3:11:51 PM
DATE

Dave Hewitt
BUDGET OFFICER

12/17/2007 9:31:45 AM
DATE

Charles Evans
CITY MANAGER

12/17/2007 6:26:02 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.