

RESOLUTION NO. CC-2502-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH FIREFIGHTERS' ASSOCIATION/FIRE MANAGEMENT UNIT FROM JULY 1, 2024 THROUGH JUNE 30, 2028

WHEREAS, pursuant to Chapter 10 (section 3500 et seq.) of Division 4, Title 1 of the Government Code, and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in the attached Memorandum of Understanding ("MOU") have been discussed by and between representatives of the City of Redondo Beach ("City") and representatives of the Redondo Beach Firefighters' Association - Fire Management Unit (RBFA-FMU), and except as otherwise specifically provided herein shall apply to only those employees who are employed full time and are appointed to the full time position of Fire Division Chief; and

WHEREAS, the position of Fire Division Chief was previously unrepresented and the position's terms and conditions of employment were designated in the Management and Confidential Pay and Benefits Plan; and

WHEREAS, in 2022 the Fire Division Chiefs voted unanimously to become represented by the Redondo Beach Firefighters' Association (RBFA) upon the adoption of the current RBFA MOU; and

WHEREAS, the current RBFA MOU became effective July 1, 2024; and

WHEREAS, representatives of the City and RBFA-FMU have met and conferred in good faith and have reached agreement on a new MOU; and

WHEREAS, the attached MOU will recognize the RBFA-FMU as their own bargaining unit and provide adjustments to wages, hours and working conditions agreed upon between the City and the Redondo Beach Firefighters' Association; and

WHEREAS, said MOU is not binding until approved by the Mayor and City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the MOU, attached hereto as "Exhibit A" and made a part hereof, between the City and the RBFA-FMU effective July 1, 2024, is hereby adopted.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 18th day of February, 2025.

James A. Light, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No.CC-2502-006 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 18th day of February 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

THE REDONDO BEACH
FIREFIGHTERS ASSOCIATION
(FIRE MANAGEMENT UNIT)

July 1, 2024 – June 30, 2028

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF REDONDO BEACH

AND

**THE REDONDO BEACH FIREFIGHTERS ASSOCIATION – FIRE
MANAGEMENT UNIT**

WHEREAS, pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and Resolution No. 6046, Resolution for Administration of Employer-Employee Relations, the matters within the scope of representation that are set forth in this MOU have been discussed by and between representatives of the City of Redondo Beach (hereinafter the “City”) and representatives of the Redondo Beach Firefighters Association (hereinafter the “Association”) and except as otherwise specifically provided herein shall apply to only those employees who are employed full-time and are appointed to the full-time position of Fire Division Chief.

ARTICLE I. TERMS

SECTION 1 - DEFINITION OF TERMS

1.01 The following terms, whenever used in this MOU, shall have the meaning set forth in this Section:

- A. ASSOCIATION: Shall mean the Redondo Beach Firefighters Association.
- B. CITY: Shall mean the City of Redondo Beach
- C. FIRE CHIEF: Shall mean the Fire Chief, or the designee of the Chief.
- D. CITY MANAGER: Shall mean the City Manager or their designee.
- E. DAYS: Shall mean calendar days except where working days are expressly specified.
- F. EMPLOYEE: Shall mean an individual who serves full-time and who is appointed to a full-time Management or Confidential position.
- G. EMPLOYEE: Shall mean persons who serve full-time and are appointed to the full-time position of Fire Division Chief
- H. FISCAL YEAR: Shall mean the 12 month period from July 1 through June 30.
- I. MOU: Shall mean memorandum of understanding.
- J. PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA): Shall mean the California Public Employees' Pension Reform Act of 2013, including AB 340 (Furutani, Chapter 296, Statutes of 2012) and AB 197 (Buchanan, Chapter 297, Statutes of 2012) and all subsequent amendments.
- K. PERS: Shall mean the California Public Employees' Retirement System.
- L. PUBLIC AGENCY EXPERIENCE: shall mean full-time service in an agency that participates in a public retirement plan.
- M. RETIREE: Shall mean a former employee of the City who has been granted and is receiving a regular service or disability retirement from PERS.
- N. SERIOUS INJURY OR ILLNESS: Shall mean, for the purposes of benefits provided by Article V, Section 1.04 herein, an injury or illness certified by the City to require a recuperation period of 30 days or more.
- O. WORK PERIOD: Shall mean seven consecutive, regular recurring 24 hour periods equal to 168 hours, designated by the City Manager.
- P. YEAR: Shall mean fiscal year, except where calendar year is expressly specified.

- Q. IMMEDIATE FAMILY: Defined as father; mother; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; father-in-law; mother-in-law; brother; sister; spouse; registered domestic partner; or child (which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; This definition of a child is applicable regardless of age or dependency status) of any eligible employee of the City or pre-designated substitute family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities; but, rather, to recognize variations in family structure.
- R. RESIDENCE: Shall be defined in accordance with the standards set by the State of California for income tax purposes.

ARTICLE II. RECOGNITION

SECTION 1 – CLASSES IN BARGAINING UNIT

- 1.01 The City recognizes the Redondo Beach Firefighters Association as the recognized employee organization for all employees in the following job classes: Fire Division Chief.
- 1.02 The Association indemnifies and holds the City harmless against any and all suits, claims, demands, and liabilities that may arise as a result of the City recognition of the Association as the exclusively recognized employee organization for the employees in the job classes described in this Section.
- 1.03 The term of this Agreement shall be four years, July 1, 2024 through June 30, 2028.

ARTICLE III. COMPENSATION

SECTION 1 - PAY PLAN

- 1.01** The pay plan for the Fire Management Unit is set forth as follows. The ranges set forth below include and reflect the following increases in base pay: five percent (5%) effective the first full pay period of January 2024, and 25% added to the top of the range, effective the first full pay period of January 2024, (commensurate with the conversion of Management Incentive Pay into Base Pay and corresponding elimination of Management Incentive Pay).

Effective the first full pay period in January 2024:

TITLE	MONTHLY SALARY
Fire Division Chief	\$11,137 - \$17,316

Effective the first full pay period after July 1, 2025, the pay rate shall be increased by 3%:

TITLE	MONTHLY SALARY
Fire Division Chief	\$11,471 - \$17,835

Effective the first full pay period after July 1, 2026, the pay rate shall be increased by 3%:

TITLE	MONTHLY SALARY
Fire Division Chief	\$11,815 - \$18,371

Effective the first full pay period after July 1, 2027, the pay rate shall be increased by 3%:

TITLE	MONTHLY SALARY
Fire Division Chief	\$12,170 - \$18,922

SECTION 2 - PAY RATE ADVANCEMENT WITHIN SALARY RANGE

- 2.01 On the basis of the evaluation of an employee's performance, an employee shall be eligible for a pay rate advancement added to their base pay, not to exceed the top of the salary range.

SECTION 3 - OTHER PAY ADJUSTMENTS

- 3.01 A minimum of five percent upward adjustment to base salary shall be provided to an employee at the time of promotion; provided however, that no adjustment for promotion may cause an employee's base salary to exceed the maximum salary range set forth for the class to which the employee is appointed.
- 3.02 An employee appointed to acting status in a position with a higher salary range, where a department is being reorganized, or where a department is undergoing experimental restructuring, who, as a result, if required to perform additional duties above and beyond those reasonable required may, with approval of the City Manager, receive a pay increase on a temporary basis. Such salary shall be established within the salary range of the class with duties that most closely approximate to the duties to be performed. The higher salary shall not be considered a promotion, and may be reduced or removed without cause, notice or hearing.
- 3.03 An employee may be appointed to a class at any point within the salary range established for that class.
- 3.04 A Fire Division Chief assigned to the Administrative Chief position shall receive a 5% "non-PERSable" bonus pay for the time period they are assigned to the Administrative Chief position. Such Administrative Chief assignment pay shall not be considered reportable to CalPERS under the California Government Code or Section 571 of the PERS regulations.

SECTION 4 - FIRE DIVISION CHIEFS EXEMPT

- 4.01 The City believes that the Fire Division Chief classification is appropriately designated as exempt from the payment of overtime under the executive exemption of the Fair Labor Standards Act. Notwithstanding this designation, Fire Division Chiefs recalled to duty for an emergency or anticipated emergencies, including as Area G Strike Team Leader, who work in excess of one hour from the time they are called, will be paid for a minimum of two hours at their hourly rate, and on an hour to hour basis for work performed in excess of two hours. Fire Division Chiefs recalled for an emergency who works for less than one hour will receive no additional compensation.
Fire Division Chiefs who replace another as Duty Chief may receive compensating time off on an hour-for-hour basis for hours worked as a result of assuming additional fire suppression duty days in lieu of pay.
- 4.02 Employees deployed on assignments through an agreed upon contract with the State Office of Emergency Services (OES) may be entitled to additional pay at 1.5 times their base hourly rate of pay, plus longevity and any assigned premiums, as specified in this MOU. This provision regarding overtime is specific to OES Strike Team responses and shall never be paid to the employee beyond the OES reimbursable amount. The parties expressly agree that employees subject to this MOU qualify as exempt from overtime as executive and administrative employees under the FLSA, and that any overtime negotiated as part of this MOU does not alter the employees' FLSA exemption status.

SECTION 5 - CLOTHING ALLOWANCE

- 5.01 Employees appointed to the class of Fire Division Chief shall be provided a uniform and safety equipment and the uniform and safety equipment shall be replaced as needed.

SECTION 6 - CAR ALLOWANCE

- 6.01 The City Manager shall have the option to provide a car allowance of up to \$250 per month to designated employees appointed to assist a department head and/or division manager positions.
- 6.02 Any employee granted a City vehicle for their exclusive use shall not receive a car allowance or mileage reimbursement payments.

SECTION 7 - REALLOCATION AND REORGANIZATION

- 7.01 An employee whose position is reallocated or reorganized to a lower paying class or position, may at the discretion of the City Manager, remain at the rate of pay received immediately prior to the reallocation or reorganization. Such employee shall not be eligible for any pay adjustment until the salary range for their new class exceeds their rate of pay.

SECTION 8 - LONGEVITY PAY

- 8.01 Fire Division Chiefs who have completed 15 years of public agency service are eligible for Longevity Pay.
- 8.02 Fire Division Chiefs appointed before July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent un compounded at the completion of 15 years of public agency service.
- 8.03 Fire Division Chiefs appointed on or after July 1, 2012 shall receive a Longevity Pay increase added to the employee's base salary, exclusive of all premiums and other pays, of two percent un compounded at the completion of 15 years of public agency service.
- 8.04 Beginning with the 20th year of public agency service, Fire Division Chiefs appointed before July 1, 2012 shall receive an additional Longevity Pay increase added to the employee's base salary of two percent un compounded for each year of service through the 25th year of public agency service for a maximum of 14 percent above base salary.
- 8.05 The effective date of a Longevity Pay increase shall be the beginning of the pay period following the date of eligibility.
- 8.06 Longevity Pay shall be defined as compensation earnable within the meaning of Section 20636 of the California Government Code and in accordance with Title 2 CCR Section 571 (a) (1) once a Fire Division Chief has completed 15 years of public agency or equivalent service as defined above, and with 5 years of that service in the City of Redondo Beach, or in the same job classification.

SECTION 9 - EDUCATIONAL INCENTIVE PAY

- 9.01 Education incentive pay earned under this section is compensation earnable within the meaning Section 20636 of the California Government code and section 571 (a) (4) of the PERS regulations.
- 9.02 Upon completion of the education requirements Fire Division Chiefs are eligible to achieve the following levels of education incentive bonus pay in addition to their base salary:

COLLEGE DEGREE	BONUS
Associates	3%
Bachelors	6%
Masters or EFO*	8%

*Graduation from the National Fire Academy Executive Fire Officer Program.

CERTIFICATE	BONUS
FF II	3%
Driver Operator (1A & 1B)	1%
Fire Officer	3%
Chief Officer	3%

College Degree Bonus Pay shall only be paid for degrees obtained through accredited colleges or universities. Human Resources must certify that the institution meets the accreditation requirements.

The maximum College Degree Bonus Pay is eight percent of base salary. The maximum Certificate Bonus Pay is 10 percent of base salary. The combined maximum College Degree Bonus Pay and Certificate Bonus Pay an employee can earn is 18 percent of base salary.

SECTION 10 - DEFERRED COMPENSATION

10.01 Employees are eligible to participate in the City contracted 457 deferred compensation plan to the limits imposed by law and/or the plan. Effective December 27, 2014 the City shall contribute one half of one percent (0.5%) of the employee's hourly rate of pay into the Plan for all enrolled Management and Confidential employees.

SECTION 11 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

11.01 Each employee is eligible to receive up to a maximum \$1,500 per year for the reimbursement of professional development expenses. Reimbursement is available for job related: academic courses; training; license exams and fees; certifications; and membership dues for professional organizations. Employees are allowed up to \$500 of the maximum \$1,500 benefit (per employee), to use towards fitness and/or health programs (i.e., gym membership, stop smoking programs, with weight loss programs etc.). Requests for reimbursement must be approved in advance by the employee's supervisor and the City Manager or designee. Employees shall not be paid salary for attending such courses, training or exams.

ARTICLE IV. RETIREMENT BENEFITS

SECTION 1 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) PLAN

Local Firefighter Members

- 1.01 Employees who are first employed by the City in a position within the Local Firefighter Membership classification before June 30, 2012 are eligible to participate in the Tier I Local Firefighter Member benefit plan. Employees who are first employed by the City in a position in the Local Firefighter Membership classification on or after June 30, 2012 are eligible to participate in the Tier II Local Firefighter Member benefit plan. Employees who are first employed by the City on or after January 1, 2013, and who are “new members” as described in the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) are eligible to participate in the Tier III Local Firefighter Member benefit plan.
- 1.02 The City shall provide the three percent at 55 Retirement formula for employees participating in the Tier I or Tier II Local Firefighter Member benefit plan. Employees participating in the Tier I Local Firefighter Membership benefit plan shall also receive those optional benefits detailed in Section 2.01 of this Article. Employees participating in the Tier II Local Firefighter Membership benefit plan shall also receive those optional benefits detailed in Section 2.03 of this Article.
- 1.03 During the term of this agreement, the City shall provide the 2.7 percent at 57 retirement formula to all employees participating in the Tier III Local Firefighter Member benefit plan. The employee’s pension benefit will be determined on the basis of the employee’s highest consecutive 36 months of employment. Employees participating in the Tier III Local Firefighter Member benefit plan shall also receive those optional benefits detailed in Section 2.04 of this Article. Tier III Local Firefighter Member benefits will not exceed those allowed by the Public Employees’ Pension Reform Act.
- 1.04 During the term of this agreement, the City will pay the member contribution to PERS for employees receiving benefits under the Tier I Local Firefighter Member benefit plan, in the amount of nine percent of PERS reportable salary, said amount to be paid into each employee’s account per Government Code Section 20691.
- 1.05 During the term of this agreement, the City will pay a portion of the member contribution to PERS for employees receiving benefits under the Tier II Local Firefighter Membership benefit plan, in the amount of 4.5% of PERS reportable salary, said amount to be paid into each employee’s account per Government Code Section 20691. Employees receiving benefits under the Tier II Local Firefighter Membership benefit plan are responsible for paying the remaining 4.5% of the member contribution required by PERS. Employees’ payment for the member contribution will be made by payroll deduction.
- 1.06 Employees receiving benefits under the Tier III Local Firefighter Member benefit plan are responsible for paying 50% of the CalPERS Normal Cost Rate as required by the Public Employees’ Pension Reform Act. This payment shall be made by payroll deduction. The City shall pay no portion of this contribution.

SECTION 2 - OPTIONAL PERS CONTRACT PROVISIONS

Optional Benefits - Local Firefighter Members

2.01 The City shall provide the following optional PERS contract provisions to Tier I Local Firefighter members:

- A. Basic Level of 1959 Survivor Benefits for Miscellaneous Members only (§21571) not covered by Social Security.
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service Statutes of 1976 for Local Miscellaneous Members and Local Firefighter Members only (§21024).
- D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- E. Fourth Level of 1959 Survivor Benefits for Local Firefighter Members only (§21574).
- F. One-Year Final Compensation (§20042).
- G. Employer Paid Member Contributions as Compensation (EPMC) (§20692).

As set forth in Section 1, Article III, in accordance with Government Code Section 20691, the City has elected to pay the presently required normal member contribution to PERS for eligible employees covered by this Resolution.

As allowed by Section 20692, during the employee's final compensation period, the City shall stop paying the employee's contribution and, instead, shall increase the pay rate of the employee by an amount equal to the normal contribution previously paid by the City as provided by Section 1.03, 1.11, and 1.17 of this Article.

- H. Pre-Retirement Optional Settlement 2 Death Benefit for Local Firefighter Members only (§21548).

Optional Benefits - Tier II Local Firefighter Plan

2.02 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. One-year Final Compensation (§20042).
- E. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- F. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Optional Benefits - Tier III Local Firefighter Plan

2.03 The City shall provide the following optional PERS contract provisions to employees participating in the Tier II Local Firefighter benefit plan:

- A. Fourth Level of 1959 Survivor Benefits (§21574).
- B. Post-Retirement Survivor Allowance (§21624 and §21626).
- C. Military Service Credit as Public Service (§21024).
- D. Credit for Unused Sick Leave (§20965).

For the purposes of reporting Credit for Unused Sick Leave at the time of retirement, the following formulas shall apply:

The formula for employees in a sick leave plan defined by Article V, Section 1 shall be the total hours of sick leave that would have been accrued based on length of service, up to the maximum allowed of 4,160 hours, less total hours of sick leave used, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

The formula for employees in a sick leave plan defined by Article V, Section 2 shall be the total hours of unused sick leave that the employee accrued up to the maximum allowed of 2,080 hours, divided by eight, equals number of days of credit for unused sick leave to report to PERS.

- E. Pre-Retirement Optional Settlement 2 Death Benefit (§21548).

Except as expressly provided in this Section 2.04, no other CalPERS optional benefits

shall be available to employees participating in the Tier III Local Firefighter Membership benefit plan.

SECTION 3 - RETIREE MEDICAL INSURANCE BENEFITS

Tier I Retirees - Retirees Hired Before July 1, 2011 and Not Medicare-Age Eligible

3.01 For each retiree hired before July 1, 2011 ("Tier I Retiree"), the City shall make an "unequal" contribution of \$1 per month directly to CalPERS. The City's mandated contribution for each annuitant shall be increased annually to an amount equal to the number of years that the City has been enrolled with PEHMCA multiplied by 5% of the current Employer Minimum Contribution for Employees, until the contribution for retirees equals the contribution paid for employees, in compliance with Government Code section 22892(c). This amount is referred to as the "Employer Minimum Contribution for Retirees." In combination with this unequal contribution, the City will also pay the Tier I Retiree the difference between the Employer Minimum Contribution for Retirees and the employee-only monthly flexible spending allowance for active employees, as outlined in Article IV, Section 1.01 ("Tier I Retiree Differential Payment"). This benefit shall be provided to only a Tier I Retiree who meets all of the following criteria:

- A. Must have a minimum of five years full-time service with the City; and,
- B. Must retire with CalPERS within 120 days of separation from service with the City; and,
- C. Must have completed a minimum of 20 years full-time verifiable service in a public agency at the time of their separation from the City.

When a Tier I retiree becomes eligible to enroll in the Federal Medicare program and/or any Medicare Supplement plans the Tier I Retiree will not be entitled to the Tier I Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier I retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier I retiree selecting any such option.

Employees hired on or after July 1, 2011, are not eligible to receive benefits under this Section.

Tier II Retirees - Retirees Hired On or After July 1, 2011 and Not Medicare-Age Eligible

3.02 For employees hired on or after July 1, 2011 ("Tier II Retirees"), the City's contribution towards medical premium rates, if any shall be determined as follows:

The Employer Minimum Contribution for Retirees, plus the differential payment applicable to the Tier II Retiree as follows (collectively, "Tier II Retiree Differential Payment"):

- A. For Tier II Retirees who retire with 10 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer

Minimum Contribution for Retirees and 25% of the Tier I Retiree Differential Payment as outlined in Section 3.01;

- B. For Tier II Retirees who retire with 15 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 50% of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- C. For Tier II Retirees who retire with 20 years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 75 % of the Tier I Retiree Differential Payment as outlined in Section 3.01;
- D. For Tier II Retirees who retire with 25 or more years of continuous City service the City shall pay the Tier II Retiree the difference between the Employer Minimum Contribution for Retirees and 100 % of the Tier I Retiree Differential Payment as outlined in Section 3.01.

When a Tier II Retiree becomes eligible to enroll in the Federal Medicare program or any Medicare Supplement plans, the Tier II Retiree will not be entitled to any Tier II Retiree Differential Payment. The premium cost for any additional insurance coverage selected by the Tier II Retiree, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Tier II Retiree selecting any such option. When the Tier II Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees or any Tier II Retiree Differential Payment

The benefits provided under this Section shall only be offered through the City to Tier II Retirees who meet all of the following criteria:

- 1. The employee must retire and begin receiving pension benefits from CalPERS within 120 days of separation (either through a service retirement or a disability retirement);
- 2. Individuals receiving benefits under this section are solely responsible for paying any portion of the health insurance premium (and any other costs) not paid for by the City;
- 3. Individuals must ensure continuity of coverage through City insurance plans. Termination of the individual's participation in City-sponsored insurance plans for any reason shall automatically result in the termination of the City's obligation to provide any contribution under this section. Once the City's obligation to provide benefits is terminated, the City shall have no future obligation to provide a retiree with further benefits under this section above the minimum amounts required by law.

3.03 Retirees That Are Medicare-Age Eligible

Beginning with the transition to the PERS Health program, and for retirees that are eligible to enroll in the Federal Medicare program or any Medicare supplemental programs ("Medicare-Eligible Retirees"), the City shall make the Employer Minimum Contribution for Retirees. The City's obligation to make mandatory

contributions on behalf of Medicare-eligible retirees shall be limited to the minimum contribution required by law, and only for so long as the City contracts with CalPERS for medical insurance.

The premium cost for any additional insurance coverage selected by the Medicare-Eligible Retirees, including but not limited to, dental insurance, life insurance, and dependent medical insurance, shall be paid entirely by the Medicare-Eligible Retiree selecting any such option. When the Medicare-Eligible Retiree dies, he or she will no longer be entitled to the Employer Minimum Contribution for Retirees.

SECTION 4 - RETIREE MEDICAL INSURANCE FOR TIER I DIVISION CHIEFS

- 4.01 The City shall, for an employee who qualifies for the above benefit and chooses to enroll in the HMO medical plan, pay up to the Blue Shield HMO rate each month toward the cost of the employee and their spouse's HMO premium.

The HMO medical plan benefits for retired members and their spouses shall be equal to HMO medical plan benefits afforded active members.

Fire Division Chiefs who were not employed with the City as Fire Captain, Deputy Harbor Master/Boat Captain, or Fire Engineer immediately prior to promotion to Fire Division Chief and are appointed on or after July 1, 2011, are not eligible to receive benefits under this Section and will receive benefits under Section 3.

ARTICLE V. INSURANCE BENEFITS

SECTION 1 - MEDICAL BENEFITS

- 1.01 The City shall contract with the California Public Employees' Retirement System (PERS) for medical insurance coverage in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). 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 or 3) a surviving annuitant. The PEMHCA statutory minimum for 2025 is \$158 per month, and changes each year in accordance with Government Code section 22892(b) ("Employer Minimum Contribution for Employee"). Eligible new hires will be covered under this program on the first day of the month following enrollment.

In addition, the City has implemented a flexible spending cafeteria plan ("Cafeteria Plan") in accordance with Internal Revenue Code Section 125 for all active employees. The following health care benefits shall be offered through the Cafeteria Plan: medical, dental (with orthodontia), and vision insurance. Employees participating in the Cafeteria Plan shall receive a monthly flexible spending allowance ("Monthly Allowance") to purchase benefits offered under the Cafeteria Plan. The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective January 1, 2024:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,300	\$ 1,700	\$ 2,150

Effective January 1, 2025:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,350	\$ 1,800	\$ 2,300

Effective January 1, 2026:

EMPLOYEE	EMPLOYEE + 1	FAMILY
\$ 1,400	\$ 1,900	\$ 2,450

Each participating employee shall pay the Employer Minimum Contribution for Employee and the employee's remaining portion of the premium ("Employee Contribution") from the Employee's Monthly Allowance. The Employer Minimum Contribution for Employee and the Employee Contribution together comprise the "Total Mandatory Medical Contribution." After the Total Mandatory Medical Contribution has been made, the employee has the option (a) to waive the other benefits and have the excess Monthly Allowance converted to taxable income or (b) to purchase the other supplementary products. If premiums and/or costs for the selected benefits exceed the Monthly Allowance, the balance will be paid by the employee through an automatic pre-tax payroll deduction, as permitted under Internal Revenue Code Section 125.

Although the Employer Minimum Contribution for Employee may increase as a matter of law, the Monthly Allowance will not increase.

- 1.02 As an added benefit, the City shall pay the cost of life insurance, accidental death and dismemberment insurance, and employee assistance plan premiums for each employee.

SECTION 2 – OPT OUT

Employees may elect to not participate in the PERS Health Plan medical insurance coverage and therefore "Opt Out" of PERS Health insurance coverage. Upon proof of other qualifying group coverage, unit employees may elect to waive PERS Health insurance and receive the monthly flexible spending allowance for which they are eligible (Employee, Employee+1, or Family) to purchase other items in Cafeteria Plan or convert this allowance to taxable income. Effective January 12, 2021, the monthly flexible spending allowance "opt out" amount is frozen at \$800 per month for Employee, \$1,150 per month for Employee Plus One, and \$1,450 per month for Family, based upon eligibility.

The opt-out option will not be provided and shall not be used for the purpose of purchasing either an individual health plan or insurance on the ACA exchange. Such alternative insurance must provide minimum essential health coverage pursuant to the U.S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation,

subject to the City's approval confirming such alternative coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

Employees wishing to subsequently re-enroll in the PERS Health plan may only do so during the open enrollment period, unless a qualifying event occurs.

ARTICLE VI. SICK LEAVE BENEFITS

SECTION 1 - SICK LEAVE ACCRUAL PLAN

- 1.01 Employees shall be eligible to accrue eight hours of sick leave per month up to a maximum of 2,080 hours over their entire career with the City.
- 1.02 An employee who suffers a serious injury or illness may utilize a long-term disability sick leave bank 2,080 non-replenishing hours that shall be available for use following a 30 day qualifying period. During the qualifying period, such employee may use accrued sick leave, vacation leave, holiday leave, authorized professional time, or any other paid leave to provide salary continuation. Any long term disability sick leave used from the bank after the qualifying period shall reduce the balance of sick leave available for any subsequent long-term disability for the duration of the employee's career with the City.
- 1.03 The City Manager may require sick leave verification without prior written notice at any time during a sick leave absence.
- 1.04 Accrued sick leave may be used to supplement temporary disability payments in order to provide full pay during periods of occupational illness or injury.
- 1.05 No employee shall be entitled to use accrued sick leave or long-term disability sick leave to defer the effective date of a disability retirement. This provision shall be construed as a local rule and regulation within the meaning of Section 21025.2 of the Government Code as it now exists or may hereafter be amended.
- 1.06 Fire Division Chiefs, who are assigned to work a 24-hour shift, may accrue a maximum of 130 shifts (3,120 hours) of sick leave with full pay that may be accrued at a rate of six shifts (144 hours) per year based on continuous full-time employment. Such employees who are assigned to work a 4/10, 5/8 or other schedules, may accrue a maximum 2,080 hours of sick leave with full pay that may be accrued at a rate of one day per month for each month of full-time employment up to the maximum limit per year not to exceed 120 hours.
- 1.07 The sick leave plan set forth in this Section shall supersede and make null and void any and all conflicting provision of the Redondo Beach Municipal Code, Section 2-3.514 (d) related to limits of sick leave with pay.

SECTION 2 - FAMILY SICK LEAVE PROGRAM

- 2.01 For family sick leave as defined by State law, each employee may use, in any one fiscal year, 96 hours of Sick Leave or Long Term Disability leave bank, or 50% of his or her annual accrued Sick Leave, whichever is greater.

The leave benefit provided for in this Subsection shall supersede the Emergency Family Sick Leave benefit described in Section 2-3.515 of the Redondo Beach Municipal Code.

- 2.02 An employee may designate one person per 12-month period at the time the employee requests family sick leave. In addition the City agrees to allow employees to pre-designate and substitute other family members for those persons defined as immediate family. The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase paid leave opportunities, but rather to recognize variations in family structure (e.g., substitute a stepmother for mother)
- 2.03 Immediate family shall mean father, mother, father-in-law, mother-in-law, brother, sister, spouse, domestic partner, child, legal dependent, grandparent or grandchild.

ARTICLE VII. HOLIDAYS, VACATION AND OTHER LEAVE BENEFITS

SECTION 1 - HOLIDAYS

- 1.01 The City has recognized specific dates throughout the year as legal holidays, during which routine, non-emergency services are not performed. Given the nature of fire suppression and emergency medical services, and the City's policy of constant staffing, the City and the Association acknowledge that the members of this Unit are unable to observe "paid holidays" in the same manner as are non-safety, administrative staff.
- 1.02 Fire Division Chiefs shall earn 144 hours of Holiday Leave per completed calendar year of employment with the City as Fire Division Chief.

SECTION 2 - VACATION

- 2.01 Employees assigned to the position of Fire Division Chief shall accrue vacation as follows:

YEARS OF SERVICE COMPLETED	ANNUAL ACCRUAL RATE	MAXIMUM ACCRUAL
1 through 5	135 hours	270 hours
6 or more	216 hours	400 hours

- 2.02 It is the City's policy that vacation shall be used annually. Should any employee not use vacation, accrual will cease at the maximum accrual set forth above until vacation is used to bring the employee's balance below the minimum. At no time shall an employee be entitled to accrue vacation in excess of the maximum.
- 2.03 Employees may cash out up to a maximum of 80 hours of accrued vacation per fiscal year. Employees may cash out once or twice per fiscal year, but in no event shall the cash out exceed 80 hours in a fiscal year. Starting in December 2024, in order to cash out vacation leave in a forthcoming calendar year, during the month of December, an employee must make an irrevocable election (i.e., pre-

designation) specifying the total number of hours to be cashed-out from next year's vacation leave accrual. During the calendar year following the pre-designation, an employee may choose an increment of vacation leave cash-out in May. If no cash-out occurs during the year any remaining balance of the pre-designated amount will be cashed out in November. If the employee does not have the vacation leave hours available to satisfy the amount pre-designated for cash-out, the employee will be precluded from making an irrevocable election and cashing out for the following calendar year. The payment will appear in the employee's paycheck at the current value of their regular rate of pay.

- 2.04 At the discretion of the City Manager, employees who are hired from another public agency may be credited with time served in other public agencies as years of service completed for purposes of establishing their vacation accrual rate.

SECTION 3 - AUTHORIZED PROFESSIONAL TIME (APT)

- 3.01 The City Manager may grant time off with pay, not to exceed 72 hours per calendar year for Fire Division Chiefs, in the form of Authorized Professional Time to those employees who are exempt from the payment of overtime and who regularly work extra hours, attend evening meetings, and/or are required to participate in job related weekend activities or functions for which they do not receive paid overtime. The actual number of days an employee may be granted shall be determined by the City Manager. The City recognizes that APT time is use it or lose it.

SECTION 4 - RETIREMENT HEALTH SAVINGS PLAN

- 4.01 The City offers a retirement health savings (RHS) Plan. This employer-sponsored health benefit savings vehicle allows employees to accumulate assets to pay for medical expense for the employee, spouse, and/or dependents (e.g., health insurance and prescriptions) upon retirement on a tax-free basis.
- 4.02 Employees participate in the RHS plan as follows:
- A. Upon Separation/Retirement: deposit of value of accrued vacation hours in excess of 120 hours to the RHS plan, or in accordance with the City's contract with Mission Square.
 - B. Regular Contribution of Vacation: when employee reaches 144 hours of accrued vacation, a mandatory contribution of vacation will be made per the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS ANNUALLY
1-5	1.0	26
6-14	1.5	39
15-19	2.0	52
20+	3.0	78

SECTION 5 - BEREAVEMENT LEAVE

- 5.01 Each employee shall receive 27 hours of paid bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee's parent, grandparent, child, step-child, grand-child, spouse, domestic partner, legal dependent, sister or brother or with approval by Human Resources, a substitute family member for a person defined above.

ARTICLE VIII. MANAGEMENT RIGHTS

SECTION 1 – MANAGEMENT RIGHTS

- 1.01 The City and Association agree that the City has the right to make all management decisions that are outside of the scope of bargaining, as defined by federal, state and local law(s), except as modified by this MOU, Civil Service Rules and Regulations or Fire Department Rules and Regulations. Additionally, the City retains all rights not specifically delegated by this MOU and the past MOU, including, but not limited to the exclusive rights to:
- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, and retain employees;
 - B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
 - C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;
 - D. Determine the appropriate job classes and personnel by which government operations are to be conducted;
 - E. Determine the overall mission of the unit of government;
 - F. Maintain and improve efficiency and effectiveness of government operations;
 - G. Take any necessary legal actions to carry out the mission of an agency in situations of emergency; and
 - H. Take any necessary legal actions to carry out the wishes of the public not otherwise specified above or by collective agreement, to the extent the City acts in a legal manner in compliance with State law.
- 1.02 Where required by law the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and other terms and conditions of employment unless the impact consequences of the exercise of a management right is provided for in this MOU, Civil Service Rules and Regulations, or Fire Department Rules and Regulations.

SECTION 2 – LAYOFF PROCEDURE

- 2.01 The City Council or Administrative Authority may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees not less than two (2) weeks advance notice of separation and the reason therefore. The conditions of layoff shall be as follows:
- A. Order of Separation: The principal criterion used in determining the order of separation shall be seniority. The principal criterion used in determining bumping rights shall be seniority, time worked within the classifications within the city, provided the employee presently possesses the skills, ability and qualification to perform the job.
 - B. Bumping Rights: The employee laid off shall be entitled to bump to the position in a class in which they currently or formerly held a permanent appointment, and in which there is an employee with less seniority in the class, if physically and mentally able to perform duties of the former class. After the City has notified the affected employee, if any, the bump, they must notify the Human Resources Director of their intent to exercise the bumping rights within ten (10) calendar days of the position, and classification in the city which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person that is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to a position in a class within the City in which they formerly held a position. For the purpose of this section, seniority includes all periods of full-time service with the City or above the classification level where layoff is to occur.
 - C. Reemployment Rights: Fire personnel laid off are eligible for reemployment to their previous position for a period of three years, and shall be re-employed in preference to new applicants. Fire personnel laid off shall have the rights to participate in promotional examinations within the Department for a period of three years. Fire personnel who elect to take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain re-employment rights for five years, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class. The name of any person appearing on a re-employment list shall be removed by the Human Resources Director if they fail to respond within ten (10) business days to a notice sent by certified or registered mail to their last known address.

ARTICLE IX. FIREFIGHTER PROCEDURAL BILL OF RIGHTS, GRIEVANCE PROCEDURE AND OPEN DOOR POLICY

SECTION 1 – FIREFIGHTER PROCEDURAL BILL OF RIGHTS

- 1.01 The parties agree to comply with the Firefighter Procedural Bill of Rights and City and department procedures for ensuring compliance with the Firefighter Procedural Bill of Rights. Any existing MOU provisions which provide greater rights shall remain in effect unless clearly contrary to the Firefighter Procedural Bill

of Rights.

SECTION 2 – GRIEVANCE PROCEDURE

- 2.01 A. A grievance shall be defined as an allegation by an employee or the Association of a misinterpretation, misapplication or violation of a particular provision of this MOU or the Fire Department Rules and Regulations.
- B. The City and Association agree employee suspension, demotion and discharge matters are governed by this final and binding arbitration procedure. Any arbitration with respect to the exercise of a right to suspend, demote, or discharge shall be limited to the question of whether or not there was just cause for suspension, demotion or discharge, as charged, and, if so, what the appropriate remedy is. The arbitrator shall have no power to award emotional distress or punitive damages.
- 2.02 Employee Grievance Procedure Steps.
- A. Informal Complaint.
1. Within 21 calendar days from the occurrence of the matter on which the complaint is based or within 21 calendar days from their knowledge of such occurrence, whichever is later, an employee shall discuss the complaint in a meeting with the immediate supervisor.
 2. Within 21 calendar days from the day of discussion with the employee, the immediate supervisor, or in their absence their designee, shall orally reply to the employee's complaint.
- B. Formal Complaint.
1. Step 1 - Immediate Supervisor.
 - a. If the informal complaint is not resolved to the employee's satisfaction, within 14 calendar days of receipt of the oral answer from the immediate supervisor (or designee), the employee shall file a formal written grievance. Such written grievances shall:
 1. Reasonably and adequately describe the grievance and how the employee was adversely affected.
 2. Set forth the section(s) of the Memorandum of Understanding violated.
 3. Indicate the date(s) of the incident(s) grieved or the date the employee acquired knowledge and how such knowledge was acquired.

4. Specify the remedy or solution to the grievance sought by the employee.
 - b. Within 14 calendar days, the immediate supervisor or designee shall give their decision in writing to the employee on the original copy of the grievance.
 2. Step II – City Manager.
 - a. If the grievance is not resolved to the employee's satisfaction, within 14 calendar days from receipt of the decision at Step I, the employee may appeal the grievance to the City Manager. The original copy of the grievance form, with the reasons for dissatisfaction with the answer given by the immediate supervisor shall be submitted in writing to the City Manager.
 - b. Within 14 calendar days from receipt of the grievance, the City Manager shall meet with the employee and give their answer in writing. The employee may be accompanied by the employee's designated representative at the meeting.
 3. If the parties mutually agree that utilization of any or all of these steps are unnecessary, the matter may then proceed to the next appropriate step.
- 2.03 A. A grievance unresolved by the City Manager, or not resolved to the satisfaction of the employee or Union, may be submitted to final and binding arbitration by the employee or Union by submitting a letter within 14 days to the Human Resources Director requesting that the grievance be submitted to final and binding arbitration. The Union or employee waives the right to proceed if the request is not submitted by the deadline. The grievance submitted to final and binding arbitration shall be limited to the grievance originally filed at the second step.
- B. The arbitrator shall be selected from a list of nine (9) obtained from the California State Mediation and Conciliation Service. The parties shall determine by lot which party shall proceed first and through alternate strikes of names shall mutually select the remaining unstruck name as the arbitrator. This shall not preclude the parties from selecting the arbitrator by mutual agreement without the necessity of utilizing the aforementioned strike process.
- C. Costs: Costs of the arbitrator and court reporter, if any, shall be shared equally by the City and the Association. However, if the appellant/grievant is not supported by the Association, the costs of the arbitrator and court reporter shall be shared equally by the City and the employee.
- D. The arbitrator shall determine only whether or not there has been a misinterpretation, misapplication or violation of a particular provision of this

MOU or the Fire Department Rules and Regulations and if so, what is the remedy. In making that determination, the arbitrator may interpret the MOU or Fire Department Rules and Regulations, but shall have no power to alter, amend, change, add to, or subtract from any of the terms of the MOU or Rules and Regulations. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties.

- E. If the City claims before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this MOU, the arbitrator shall proceed to decide such issue before hearing the case upon its merits. The arbitrator shall have the authority to determine whether or not to hear the case on its merits at the same hearing in which the jurisdictional questions are presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case to the City Manager without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 3, Part 9, of the Code of Civil Procedure of the State of California.
- G. All time limits specified in the procedure may be waived by mutual written agreement.

SECTION 3 - OPEN DOOR POLICY

- 3.01 All employees are encouraged to attempt to resolve problems which may occur at work with their direct supervisor or the Fire Chief. The City recognizes that, in some circumstances, an employee may feel that they are being treated unfairly by a superior and may not have redress under the grievance and arbitration procedure. In such circumstances, so long as the employee exhausts discussions with his or her supervisor and the Fire Chief, the employee may submit a written request for action to the City Manager.
- 3.05 A panel comprised of two individuals selected by the City Manager and one individual selected by the Association shall conduct a full investigation of the employee complaint. Should a majority of the panel determine that there is merit to the complaint, the City Manager will take appropriate corrective action.

ARTICLE X. OTHER MATTERS

SECTION 1 – PERSONNEL FILES

- 1.01 Except as otherwise provided herein, all files, documents or writings, and an employee's personnel files maintained by both the Human Resources Department and the Fire Department shall be made available to that employee upon request during normal business hours.
- 1.02 An employee has the right to respond in writing to material contained in a file pertaining to them. The employee's written submission will be attached to and filed with the material which formed the basis for the response.
- 1.03 This provision is not intended to expand either the grievance procedure or an employee's "Skelly" rights.
- 1.04 This provision is not intended to apply to any litigation file including Workers' Compensation files or to change current practice regarding personnel file documents, including but not limited to psychological test, polygraphs, and examination materials.
- 1.05 An employee shall have the right to waive their right of privacy and indicate that the President of the Association or the designated representative of the President shall have the right to inspect an employee's file. This waiver shall be in writing.
- 1.06 In recognition of the benefit to be derived from the free exchange of information, the Association agrees to a free exchange of information relating to Fire Department operations and/or personnel.

SECTION 2 – RESIDENCY REQUIREMENT

- 2.01 Effective July 1, 2026, new employees must live within a Southern California County (Los Angeles, Orange, Riverside, San Bernardino, San Diego, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern Counties) with the ability to report back to the City by car/vehicle within four (4) hours. Existing employees who live outside of this Residency Requirement as of June 30, 2026, will be "grandparented" in, meaning they will be allowed to maintain their out-of-Southern California residence.

SECTION 3 - PROBATIONARY PERIOD

- 3.01 An employee appointed to a position in the Classified Service shall serve a probationary period of 12 months. An employee absent from work for any reason, for more than 160 hours during their probationary period shall have their probationary period extended for the number of hours that equals the total hours absent from work. For example, an employee absent 161 hours during their probationary period shall serve an additional 161 hours before successfully completing their probationary period.

SECTION 4 - OUTSIDE EMPLOYMENT

- 4.01 An employee shall not be employed by an employer other than the City, nor shall

they contract for or accept anything of value in return for services provided, nor shall they otherwise be self-employed for remuneration, without the written approval of the City Manager. The City Manager has sole discretion with respect to any employee request for outside employment, and their decision to approve or not approve outside employment is final.

An employee seeking permission to perform outside employment shall apply in writing to the City Manager on the form provided by the City. If outside employment is initially approved, such approval may be revoked, provided that the employee shall receive at least 14 days advance notice in writing of such revocation.

SECTION 5 - DIRECT DEPOSIT

- 5.01 All employees shall be required to receive their pay through the City's direct deposit pay system.

SECTION 6 – CITY ADMINISTRATIVE POLICIES AND PROCEDURES

- 6.01 The Redondo Beach Firefighters Association agrees the employees and classes it represents must abide by the provisions of Administrative Procedure 10.31 re: Drug-Free Workplace Act of 1988.

SECTION 7 – NON-SMOKING REQUIREMENT ACKNOWLEDGMENT

- 7.01 All employees must sign an acknowledgement that they shall not smoke or use any tobacco products including so called “smokeless tobacco.”

SECTION 8 - SAVINGS CLAUSE

- 8.01 The provisions of the Resolution are declared to be severable and if any article, section, subsection, sentence, clause or phrase contained herein shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, sections, subsections, sentences, clauses or phrases of this Resolution, but they shall remain in full force and effect. It is the intent of the City this Resolution stand notwithstanding the invalidity of any part hereof.

SECTION 9 - IMPLEMENTATION AND DURATION

- 9.01 This MOU shall be binding on the City and the Association when approved and adopted by the City Council.
- 9.02 Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2024, and shall remain in full force and effect up to and including the June 30, 2028.
- 9.03 The matters within the scope of representation that are set forth in this MOU have been discussed in good faith and constitutes an equitable adjustment to present wages, hours and other terms and conditions of employment between the City and the Association.

FOR THE ASSOCIATION:

Kenneth Campos, President

Gary Dailey, Negotiator

FOR THE CITY:

James A. Light, Mayor

APPROVED AS TO FORM:

Stuart Adams, Esq., Attorney for RBFA

Michael Webb, City Attorney