

RESOLUTION NO. RES-17-0039

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH APPROVING THE 2016-2019
MEMORANDUM OF UNDERSTANDING (“MOU”) WITH
THE LONG BEACH FIREFIGHTERS ASSOCIATION; AND
AUTHORIZING AND DIRECTING THE CITY MANAGER
TO EXECUTE SUCH MOU; AND DIRECTING CERTAIN
IMPLEMENTING AND RELATED ACTIONS

WHEREAS, on the date of this resolution, the City Council has considered
the 2016-2019 Memorandum of Understanding (MOU) with the Long Beach Firefighters
Association; and

WHEREAS, it is the desire of the City Council to approve such MOU and to
provide for its implementation;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as
follows:

Section 1. That the 2016-2019 Memorandum of Understanding between
the City of Long Beach and the Long Beach Firefighters Association, which is hereby
incorporated by reference in this resolution as Exhibit “A,” is hereby approved, and the
City Manager is hereby authorized to execute said Memorandum of Understanding on
behalf of the City and to implement, pursuant to Section 503 of the Long Beach City
Charter, all matters affecting compensation contained in and prescribed by the MOU as
of the operative date of this resolution.

Section 2. The City Manager is also authorized and directed to cause the
preparation of amendments to the Long Beach Salary Resolution, if necessary, and to
such other documents as may be necessary, to conform such resolution and documents
to the provisions of the MOU and this Resolution, and to further cause such conforming

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 amendments to be brought before the City Council and such Boards and Commissions
2 as may be required by law to act upon them, and the City Attorney is requested to
3 cooperate fully with the City Manager in order to cause the required documents to be
4 prepared as required by law and brought before the appropriate bodies.

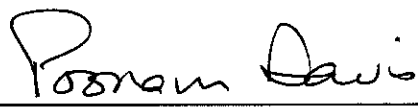
5 Section 3. This resolution shall take effect immediately upon its adoption
6 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

7 I hereby certify that the foregoing resolution was adopted by the City
8 Council of the City of Long Beach at its meeting of April 18, 2017, by the
9 following vote:

10 Ayes: Councilmembers: Gonzalez, Pearce, Price,
11 Supernaw, Mungo, Andrews,
12 Uranga, Austin.

13 _____
14 Noes: Councilmembers: None.
15 _____

16 Absent: Councilmembers: Richardson.
17 _____

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20 _____
21 City Clerk

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MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

and

THE LONG BEACH FIREFIGHTERS
ASSOCIATION LOCAL 372

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO

OCTOBER 1, 2016 to SEPTEMBER 30, 2019

EXHIBIT A

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding (MOU or Agreement) is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City") and the Long Beach Firefighters Association ("Association") pursuant to Government Code 3500 et. seq.

Section II - Recognition

The City of Long Beach recognizes the Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, as the recognized bargaining agent for employees identified in the classifications referred to in Appendix A of the attachments which are incorporated herein and shall become a part of this memorandum of understanding.

The City of Long Beach shall herein be referred to as the "City" or, alternatively, as "Management", either term to be used as interchangeable to describe the City of Long Beach.

The Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, shall hereinafter be referred to as the "Association".

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Association Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for union dues shall be certified to the City by the

appropriate Association official. For such purposes, the City shall charge the Association five and one-half cents (\$.055) per deduction. The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

B. Association Representation Responsibilities

The Association has the duty to fairly represent all members of the bargaining units, accordingly, the Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint or coercion.

C. Board Member List

A current list of board members, including names and classifications, shall be submitted to the Director of Human Resources. Any changes on this Board shall be submitted, with the same required information as stated above, to the Director of Human Resources as soon as possible.

Section V - City Obligations and Responsibilities

A. City Obligations

The City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of the Agreement and all of its common law rights to manage the City, as such rights existed prior to the execution of this or any previous Agreement with the Association. The sole and exclusive rights of the Fire Chief, subject to limitations of the City Charter and Municipal Code, to manage the Fire Department, which are not abridged by this Agreement, shall include the right to direct the working forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, or organization and number of personnel by which such operations and services are to be conducted; to supervise, hire, promote, transfer, assign and schedule employees; to discipline, suspend, discharge or lay off employees for lack of work or because of budgetary reductions; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities and to take all necessary actions to carry out its purposes and functions in declared emergencies.

The exercise of these rights does not preclude the Association from consulting about the impact of these decisions on wages, hours and other terms and conditions of employment.

B. Definition of City Obligations

The intention of the parties to this Agreement is that the contractual attempt to define City obligations does not and is in no way intended to diminish the rights of the Association and its members under applicable state or federal law.

Section VI - Strikes and Lockouts

For the duration of this Agreement the City agrees not to lock out employees represented by the Association and the Association agrees to adhere to the provisions of California Labor Code Section 1962, which prohibits Firefighters from participating in a strike or to recognize a picket line of a labor organization while in the course of performing their official duties.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I - Listing of Positions and Rates of Pay

The classifications and rates of pay for positions in this unit for the term of the Agreement (October 1, 2016 through September 30, 2019) are set forth in Appendix A, and appropriate sections of the Salary Resolution.

The Salary Resolution and Appendix A will be amended to provide for salary increases for all represented employees included in Section 1.A above on the effective dates indicated:

10/01/2016 — 3 percent

10/01/2017 — 3 percent

10/01/2018 – 3 percent

The parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds. "Fiscal hardship" is defined in City of Long Beach Municipal Code Section 3.94.030.C. Any changes to the MOU as a result of this reopener will be based on mutual agreement.

Section II – Longevity Pay

The City shall provide longevity pay as compensation to all permanent full-time bargaining unit members under the following conditions:

- (1) Effective after the first full pay period after adoption by the City Council of the successor MOU, fifteen percent (15%) of top step Firefighter base hourly rate for twenty (20) years or more of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.
- (2) Effective January 1, 2008, ten percent (10%) of top step Firefighter base hourly rate for fifteen (15) years or more of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.
- (3) Effective January 1, 2009, five percent (5%) of top step Firefighter base hourly rate for ten (10) years but less than fifteen 15 years of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.
- (4) Bargaining unit members who have prior California firefighting experience as full-time career sworn firefighters with the State of California Firefighter One certification are eligible for credit for longevity pay, as described in paragraphs (1), (2), and (3) above,

for each full month worked. Credit will be given for prior experience as a firefighter with the State of California, a California city or county fire department or fire protection district, or other firefighting experience as determined by the Fire Chief to be equivalent as long as the member possessed a Firefighter One certification issued by the State of California in the performance of those duties. Additionally, the City agrees that full-time service by an employee with the City as a safety member of the Public Employees Retirement System in a capacity other than as a Firefighter shall constitute service credit in determining eligibility for Longevity Pay under this Article Two, Section II.

(5) Bargaining unit members hired with prior firefighting experience outside of California, including military firefighting service, equivalent to the experience described in paragraph (4), are eligible for credit for longevity pay, as described in paragraphs (1), (2), and (3) above, for each full month worked if the experience and certification is determined to be equivalent by the Fire Chief.

(6) A bargaining unit member who seeks credit for prior firefighting experience with another Fire Department pursuant to the provisions of subparagraphs (4) and/or (5) above shall present the documentation establishing that prior experience to the Fire Chief prior to submitting any request to the City for additional Longevity Pay that is based in whole or in part upon this prior experience. The resulting Longevity Pay to which that individual is entitled will commence with the first full pay period after the Fire Chief determines that the experience is equivalent.

Section III - Administrative Assignment Pay

The following administrative assignment pay shall be set forth in the Salary Resolution as provided for below:

Firefighter
Fire Engineer
Fire Captain
Battalion Chief

When regularly assigned to a non-platoon schedule in Fire Prevention, Community Services, Support Services, Operations, Disaster Management, or Administration will receive:

<u>Monthly Hourly</u>	<u>Equivalent</u>
2.300	400

Section IV - Skill Pay

A. Paramedic Skill Pay

After being licensed through the State of California and accredited by the local emergency services agency and while fully trained and assigned to Paramedic duty those in the classifications of Firefighter shall receive the equivalent of:

Effective October 1, 2009 and thereafter, 16 percent of a top step Firefighter per hour.

B. Arson Investigator Skill Pay

Firefighter
Fire Captain
Fire Engineer

When certified, as defined in Appendix B, and permanently assigned to perform the full duties of an Arson Investigator:

Effective October 1, 2009 and thereafter, 16 percent of a top step Firefighter per hour.

C. Fire Boat Operations

Fire Fighter
Fire Captain
Fire Engineer
Fire Boat Pilot

Effective October 1, 2016, when certified and permanently assigned to perform Fire Boat Operations duties shall be paid an additional hourly amount equal to six percent (6%) of the top step Firefighter hourly rate.

Effective October 1, 2016, when certified and assigned as qualified relief coverage to the Fire Boat Operations shall be paid an additional hourly amount equal to four and one-half percent (4.5%) of the top step Firefighter hourly rate.

Effective October 1, 2016, the City will retitle the position of Fire Boat Operator to Fire Boat Pilot which shall continue to require possession of a valid 100-ton license and regularly assigned to operating the fire boat. The Fire Boat Pilot classification shall, effective October 1, 2016, be paid at Salary Range 140.

D. Emergency Apparatus

Fire Engineer

When regularly assigned to an apparatus other than a single function fire boat and in possession of the required California State Emergency Apparatus Operator's License:

<u>Hourly</u>	<u>Monthly Equivalent</u>
.173	30

E. Prevention

Firefighter
Fire Engineer

Effective October 1, 2009, when certified, as defined in Appendix B, and permanently assigned to perform Fire Prevention duties shall be paid an additional hourly amount equal to five percent (5%) of the top step Firefighter hourly rate.

F. Urban Search and Rescue (USAR)

1. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned to the Urban Search and Rescue program station shall be paid an additional hourly amount equal to six percent (6%) of the

top step Firefighter hourly rate.

2. Effective April 1, 2008, when certified, as defined in Appendix B, and assigned as qualified relief coverage to the Urban Search and Rescue program shall be paid an additional hourly amount equal to four and one-half percent (4.5%) of the top step Firefighter hourly rate.

3. Effective April 1, 2008, when certified, as defined in Appendix B, **and** temporarily assigned from qualified relief to the Urban Search and Rescue station will receive 1.5 percent of top step Firefighter as a per diem.

4. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned as an instructor and training coordinator at an Urban Search and Rescue program station shall be paid an additional hourly amount equal to two and one-half percent (2.5%) of the top step Firefighter hourly rate. Exceptions to the location requirement may be approved by the Fire Chief. This payment will be limited to two (2) employees per shift.

G. Hazardous Materials (HAZMAT)

1. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned to the Hazardous Materials program station shall be paid an additional hourly amount equal to six percent (6%) of the top step Firefighter hourly rate.

2. Effective April 1, 2008, when certified, as defined in Appendix B, and assigned as qualified relief to the Hazardous Materials program shall be paid an additional hourly amount equal to four and one-half percent (4.5%) of the top step Firefighter hourly rate.

3. Effective April 1, 2008, when certified, as defined in Appendix B, **and** temporarily assigned from qualified relief to the Hazardous Materials station will receive 1.5 percent of top step Firefighter as a per diem.

4. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned as an instructor and training coordinator at an Hazardous Materials program station shall be an additional hourly amount equal to two and one-half percent (2.5%) of the top step Firefighter hourly rate. This payment will be limited to two (2) employees per shift.

H. Aircraft Rescue and Fire Fighting (ARFF)

1. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned to the ARFF program station shall be paid an additional hourly amount equal to six percent (6%) of the top step Firefighter hourly rate.

2. Effective April 1, 2008, when certified, as defined in Appendix B, and assigned as qualified relief to the ARFF program shall be paid an additional hourly amount equal to four and one-half percent (4.5%) of the top step Firefighter hourly rate.

3. Effective April 1, 2008, when certified, as defined in Appendix B, and temporarily assigned from qualified relief to the ARFF station will receive one and one-half percent (1.5%) of top step Firefighter as a per diem.

I. Captain Skill Pays: Rescue Boat, Paramedic Coordinator, Public Information Officer, Training Captain, or Fire Prevention Captain

1. Effective April 1, 2008, when certified, as defined in Appendix B, and permanently assigned to a Rescue Boat, the Paramedic Coordinator, the Public Information Officer, the Training Captain, or the Fire Prevention Captain will receive an additional hourly amount equal to six percent (6%) of the top step Firefighter hourly rate.

2. Effective April 1, 2008, when certified, as defined in Appendix B, and assigned as qualified relief for a Rescue Boat Captain will receive an additional hourly amount equal to four and one-half percent (4.5%) of the top step Firefighter hourly rate.

3. Effective April 1, 2008, when certified, as defined in Appendix B, and temporarily assigned from qualified relief to work as a Rescue Boat Captain will receive 1.5 percent of top step Firefighter as a per diem.

Section V – Certification Pay

Firefighter
Fire Engineer

Effective October 1, 2009, when possessing a certificate, as defined in Appendix B, for USAR, HAZMAT, ARFF, Fire Prevention or Fire Boat Operations, but **not** (a) permanently assigned to the program station, or (b) assigned as qualified relief, will receive an additional hourly amount equal to 1.5% of the top step Firefighter hourly rate for each certificate, up to a maximum of three (3) certificates. Those individuals who are permanently assigned or have qualified relief status, will be eligible to receive an amount equal to one and one-half percent (1.5%) of the top step Firefighter hourly rate for one (1) certificate only in an area unrelated to that assignment.

Fire Captain

Effective October 1, 2009, when possessing a certificate, as defined in Appendix B, for USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Public Education, and Instructor/Training (Fire Instructor II), but **not** (a) permanently assigned to the program station, or (b) assigned as qualified relief, will receive an additional amount equal to one and one-half percent (1.5%) of the top step Firefighter hourly rate for each certificate, up to a maximum of three (3) certificates. Those individuals who are permanently assigned or have qualified relief status, will be eligible to receive an amount equal to one and one-half percent (1.5%) of the top step Firefighter hourly rate for one (1) certificate only in an area unrelated to that assignment.

Battalion Chief

Effective October 1, 2009, when possessing a certificate for Strike Team Leader will receive an additional hourly amount equal to one and one-half percent (1.5%) of the top step Firefighter hourly rate.

Section VI - Education Pay

A. Associate degree or equivalent

Effective after the first full pay period after adoption by the City Council of the successor MOU, each permanent full-time Firefighter, Fire Engineer, Fire Boat Pilot, Fire Captain, and Battalion Chief who has obtained a degree of Associate of Arts, or 60 or more equivalent semester units in courses in fire science, administration, and similar approved fields, from an accredited institution, shall receive additional compensation of 4.5 percent of top step Firefighter hourly rate.

B. Bachelor's degree

Effective after the first full pay period after adoption by the Council of the successor MOU, each permanent full-time Firefighter, Fire Engineer, Fire Boat Pilot, Fire Captain, and Battalion Chief who has obtained a degree of Bachelor of Arts or Bachelor of Science, or Bachelor of Vocational Education, from an accredited college or university in Fire Science, Administration and similar approved fields shall receive additional compensation of 5.25 percent of top step Firefighter hourly rate.

C. Master's degree

Effective after the first full pay period after adoption by the Council of the successor MOU, each permanent full-time Firefighter, Fire Engineer, Fire Boat Pilot, Fire Captain, and Battalion Chief who has obtained a Master's Degree from an accredited college or university in Fire Science, Administration and similar approved fields shall receive an additional compensation of 6.0 percent of top step Firefighter hourly rate.

D. Fire Fighter II Certification

Effective April 1, 2017, permanent full-time bargaining unit members who have at least six years of experience, as defined in Article II, Section II (3) and (4) herein, and who have satisfied State of California Fire Marshall Fire Fighter II certification standards and obtained a Fire Fighter II certification, shall be paid additional compensation of three percent (3%) of the top step Firefighter hourly rate.

In order to receive the Fire Fighter II Certification additional compensation, full-time permanent bargaining unit members must provide proof of certification to Fire Management. The additional compensation shall commence on the date the proof of certification is submitted to fire management. Permanent full-time members, with at least six years of experience as of October 1, 2016, and who have the Fire Fighter II certification on file with the Department's Training Officer as of April 1, 2017, shall receive this additional compensation retroactive to the date of the certification or October 1, 2016, whichever is later.

Section VII - Paramedic Preceptor

Effective October 1, 2016, permanent full-time bargaining unit members who are certified as Paramedic Preceptors and who train Paramedic Trainees shall receive a ten percent (10%) top step Firefighter hourly rate per diem when assigned and performing training duties only.

Section VIII – Bilingual Pay

Bilingual skill pay will be available to all classifications covered by this agreement who are certified by the Civil Service Commission as having oral bilingual skills of a language predominantly spoken by the residents of the City, and who interact with the public on a regular and frequent basis which is defined as either the majority of their shift or those who are first line emergency responders, will receive \$.80/hour. Eligible

languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager. Bilingual skill pay for American Sign Language will only be paid to members who interact with the public in person, face to face.

Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager and the Fire Chief on an as-needed basis.

ARTICLE THREE

PAID TIME BENEFITS

Section I - Death or Illness in the Immediate Family

Any employee eligible for sick leave benefits as provided in the Personnel Ordinance or Salary Resolution, may be allowed to be absent from duty for a period not to exceed three (3) working days and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, sister, wife, husband, child, step child, grandfather, grandmother, grandchild, great grandfather, great grandmother, foster child, former legal guardian or same-sex domestic partner. The City shall administer this section of the MOU in accordance with the California Family Code section 297.5 for registered same-sex domestic partners.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his department head. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above in the case of death or critical illness in the immediate family, such employee may also use **two working days** of said employee's sick leave credits in connection with said three days leave for death or critical illness in the immediate family.

Section II - Holidays

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday and following Friday in November
Christmas	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

Subject to the provisions of the Personnel Ordinance, Firefighters on platoon duty will be on a holiday in-lieu schedule. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1st will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours.

Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In-lieu /personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor or the City Council, as indicated in paragraph one above. The Union will agree to reduce one holiday if the State or the City Council mandates a Cesar Chavez holiday to maintain a total of 13 holidays.

Section III - Jury Duty

Members of the bargaining unit will be limited to forty (40) hours of paid jury time each calendar year. Upon request, employees will be assigned to a day work schedule while on jury duty.

ARTICLE FOUR

HEALTH, DENTAL AND LIFE INSURANCE BENEFITS

Section I - Health, Dental and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2016 — \$1,686.93 per month.

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule, and will include any increases incurred up to the date of the change.

- B. Effective every January 1st thereafter during the terms of the Agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

1. On January 1 2017 and each January 1st thereafter during the term of this agreement, employees with single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.

2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.

3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

These increases will be added to the previous payroll deduction for the coverage

selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

- C. During the term of this Agreement only, the parties agree to work through the Health Insurance Advisory Committee (HIAC) to mitigate employee benefit program cost increases for Plan Year 2018 and 2019. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health insurance plans.

Each year the HIAC meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The HIAC will recommend to the City Manager the benefits for the various plans for the period January 1, 2009 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983 or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

- A. The spouse remarries.
- B. A dependent child becomes 19 or is no longer a full time student in an accredited educational institution as recognized by the City's indemnity

health insurance carrier.

- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Retirement by December 31, 2008

Any represented employee who retires on or before December 31, 2008 shall be credited with thirty-six (36) eight (8) hour equivalent days (288 hours) of accumulated sick leave to his/her unused sick leave account to be used for the continuance of retirement health benefits.

Section IV – Integral Part Trust (Post Employment Medical Benefits)

The City of Long Beach ("City") and the Long Beach Firefighters Association ("LBFFA") agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post-Employment Medical Benefits Program for each represented member, through the establishment of an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement from the City. Deposits into the account and subsequent withdrawals for medical expenses are governed by the Internal Revenue Code and IRS regulations. Said Trust will be funded from an employee's unused, accumulated sick leave.

- A Upon retirement from the City, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:
 - 1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement and in January of each subsequent calendar year, from the employee's unused sick leave account, until the funds in the account are exhausted:
 - a. The total amount of health and/or dental insurance premiums based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.

- b. The City will deposit \$1,200 per year, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date. For example, if an employee retires June 30, of the year, \$600 will be deposited in the employee's plan account during the month of July ($\$1,200/12 \text{ months} = \$100 \times 6 \text{ months} = \600).

- 2. Upon retirement from the City or any time thereafter, if an employee chooses to withdraw from the City's health and dental insurance programs, the City will make the following payments into the employee's plan account. These payments will come from the employee's unused sick leave account. The payments will be made within the first month after the employee's retirement or withdrawal from the City's health and dental insurance program and in January of each subsequent calendar year. Payments will be made on a pre-tax basis.

The City shall contribute \$10,752 to the employee's plan account each year of the contract. This amount was derived by adding the City's health insurance contribution on the beginning date of the contract plus \$100 per month. These payments will come from the employee's unused sick leave account.

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

- B. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.
- C. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust.
- D. The following will be appointed as trustees: Director of Human Resources, City Treasurer and one representative from the Long Beach Firefighters Association.
- E. The parties agree and understand that the parameters of the program are subject to IRS rules and regulations.

Section V – Wellness Program

Employees who have fully participated in the City approved Fire Wellness Program during a prior calendar year will receive \$100 per month in the subsequent calendar year beginning January 1, 2009. Employees must requalify each year. This stipend will also be considered part of the total compensation formula. The Union and the City will agree upon the specific components of the Program by September 30, 2008.

Beginning January 1, 2010 employees who achieve the agreed upon Wellness Program benchmarks or better will receive an additional \$100 per month. This stipend shall not be considered as part of the total compensation formula. Employees must requalify each year. Benchmarks are to be agreed upon by the Union and the City before January 1, 2009.

The maximum total wellness payment for any employee is \$200 per month for both participation and achievement of benchmarks.

There will be a limited re-opener on April 1, 2010 to re-evaluate the pay level for the wellness achievement pay which will be based on a review of the organizational health and productivity metrics, which may include sick leave usage and work related injury claims.

If the City and the Union have difficulty coming to agreement on Program components, achievement benchmarks or pay levels following the April 1, 2010 Re-opener they will utilize Agreement Dynamics and its RESOLVE Process or a similar approach to come to agreement.

Section VI — Continuation of Health Insurance for Surviving Spouse

1. The City will deposit 2000 hours of Sick Leave into the deceased employees account for the purposes of providing a continuation of Health Insurance for the Surviving Spouse and/or eligible dependents if it is determined by a Workers' Compensation judgment that the deceased member's cause of death is deemed related to the member's employment.
2. Said premium payment shall continue until:
 - a. The dependent child becomes 19 or is no longer a full time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
 - b. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity

insurance carrier;

- c. There is insufficient accumulated unused sick leave to pay the required monthly premium.
3. The benefits of this provision will be eligible only to the dependents of the deceased member at the time of his/her death.

ARTICLE FIVE

RETIREMENT

Section I - Maintenance of Existing Retirement Provisions

Section I –Retirement Provisions

For members of the bargaining unit employed in those classifications (other than Fire Recruit) set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 3 percent at 50 pension benefits to Tier I and Tier II employees in accordance with the Public Employees' Retirement System contract in effect for each of these Tiers on the effective date of this agreement.

Employees hired between October 1, 2011 and December 31, 2012 shall be provided a new retirement formula of 2.0 percent @ 50 (2.7 percent @ 55). These employees shall contribute from their annual salary an employee contribution of 9 percent to CalPERS. Final compensation for employees hired on or after October 1, 2011 will be calculated based on a three-year average.

Those employees hired on or after January 1, 2013, who are new members to CalPERS shall receive the new retirement safety formula of 2.7 percent @ 57 in accordance with Government Code section 7522.04.

ARTICLE SIX

OTHER BENEFITS AND CONDITIONS

Section I - Uniform Replacement

All uniform items required to be worn in accordance with the Policies and Procedures of the Long Beach Fire Department shall be issued or replaced at the discretion of the Fire Chief or his designee on a fair wear and tear basis.

Section II - Stand-by Pay

- A. Employees who are released from active duty but who are required by the Fire Chief to leave notice where they can be reached and be available to return to active duty when required by the Department, shall be said to be on standby duty.
- B. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities which might impair their ability to perform assigned duties.
- C. Standby duty shall receive one hour of straight-time pay for each day so assigned.

Section III – Certification

In accordance with the approved Table of Organization (TO) (organizational structure) in the Long Beach Fire Department, the City agrees that a vacancy in a rated position shall be deemed to exist upon the last physical on duty day of the terminating employee. If a vacancy exists in the approved Fire Department TO, a requisition shall be submitted to the Civil Service Commission. Appointment from the list of names provided by the Civil Service Commission will be in accordance with Civil Service Rules. When the number of vacant positions listed on the requisition are filled, the requisition shall be returned to the appropriate department for filing.

Section IV - Union Time Off

During the term of this Agreement, the union is permitted to use an aggregate of 1000 hours per year for the purpose of conducting business which is strictly associated and connected with the local Firefighter Association. All authorizations are to be made in advance in writing to the Fire Chief, stating the purpose of the release and the time needed. Strict departmental records will be maintained on the utilization of all such hours.

In addition to the 1,000 hours of release time allotted to the Association, bargaining unit members may volunteer hours from their individual accumulated unpaid holiday or banked overtime to be used by the Association for the purpose of conducting business associated with and connected with the Firefighter Association. Donated hours will be carried over continuously and shall be subject to the same authorization and controls set forth in paragraph two above.

The City and Firefighters Association agree to discuss during the life of this agreement an approach to set aside dedicated hours for an Association President.

Section V – Court Appearances (Subpoenas)

- A. All court subpoenas shall be directed to Headquarters. Members shall comply with all subpoenas. Any member receiving a subpoena, other than through Headquarters, shall immediately notify Headquarters and have the subpoena duplicated and logged. Failure to do this will result in the member answering the subpoena on his/her own time without pay.
- B. When a subpoena is delivered to an individual at a station or Bureau, Headquarters must be notified at once, and a copy forwarded.
- C. Payroll requires a white overtime card be submitted whenever an employee answers an "On Call" or "Court Appearance" subpoena off duty. Employees shall mark the appropriate box, CT On Call or CT Appearance, on the overtime card and write the case number and case name in the comment section.
- D. Court time is paid as follows:

Court on Call: 1 hour in the morning 1 hour in the afternoon

Court Appearance:

Employees appearing in court in the AM or PM will be paid three (3) hours of overtime. However, employees appearing in the AM and held over to the PM will be paid three (3) hours for the AM plus ½ hour or hours actually worked, whichever is greater for the PM appearance.

Time will be paid at time and one-half, however, show only the actual time on your time card (Payroll will compound hours when card is processed).

- E. For Orange and Los Angeles Counties, employees will also be credited with driving time from the Fire Department Headquarters to the court of appearance. For appearances out of the Los Angeles or Orange Counties, the Manager of Administration will review travel arrangements and approve compensation for travel and court time in advance.

"On Call" hours shall be 0930 to 1230 for AM and 1330 to 1630 for PM.

- F. Court time is a reimbursable cost from the State, so accurate time records are essential.

Section VI – Post Accident Drug and Alcohol Testing Program

The City and LBFFA agree to implement a post accident drug and alcohol-testing program for all members of the association. The following substances shall be included in the drug and alcohol screen:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Marijuana
- Methadone
- Methaqualone
- Opiates
- PCP

Employees shall be required to submit to drug and alcohol testing within two hours after they have been involved in a vehicular accident of any kind in which their vehicle was in motion and that requires the completion of a Fire Department Vehicle Accident Report (FR-304) and/or a City of Long Beach Employee Vehicle accident Report (SF-309).

Tests shall be conducted at collection sites approved by the City's Medical Review Officer (MRO) and shall be conducted in accordance with DOT approved standards. Drug tests shall be conducted at NIDA approved laboratories.

Employees who test positive for any drug shall have the right, within 72 hours, to request a retest of the sample. Such a retest shall be at the employee's own expense. If the retest of the split sample produces a negative result, the entire test shall be considered negative and the employee will be reimbursed for the cost of the retest.

Employees who test positive for drugs, and/or whose breath alcohol concentration is .04 or greater shall be immediately removed from the workplace, shall be mandatorily referred to EAP, and shall be subject to disciplinary action. An employee who has a breath alcohol concentration of .039 or less shall be immediately removed from the workplace, on his/her own time, and mandatorily referred to EAP. The Fire Chief shall initiate an investigation into the circumstances surrounding the accident, and based on the findings of the investigation, shall retain the discretion to impose disciplinary action. An employee's refusal to submit to a drug or alcohol test shall be construed as a positive test.

Participants in this program shall continue to be subject to all other citywide or departmental drug and alcohol programs in place. Nothing in this program is intended to restrict the discretion of the Fire Chief from taking actions appropriate for violations of other policies or practices currently in place.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s) governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure include the following:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such complaint may only be pursued through the Equal Employment Opportunity Office or appropriate quasi-judicial agency.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative(s). Grievances may also be presented by a group of employees or by the Association. Grievances filed by the Association will be filed with the Fire Chief who will have the sole discretion to determine at which level the grievance will first be heard.

Section III – Informal Procedure

A complaint shall be presented by the employee to the immediate supervisor within fifteen (15) calendar days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance.

Within fifteen (15) calendar days of the discussion with the employee, the supervisor shall schedule a meeting and/or respond verbally or in writing to the employee's complaint.

Section IV – Formal Grievance Form

All formal grievances shall be processed on standard forms provided by the Department of Human Resources. The following information shall be provided on every formal grievance form submitted by an employee and/or Association Representative:

- A. Name(s) of grievant(s);
- B. Brief explanation of the specific nature of the grievance;
- C. Time and place of its occurrence, if known;
- D. State of the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;
- E. Person(s) contacted at the informal stage;
- F. Statement of the corrective action desired.

Section V – Formal Procedure

A. Step One – Battalion Chief

Within fifteen (15) calendar days of the supervisor's response or lack of response at the informal step, the employee, if dissatisfied, may submit a formal written grievance to the Battalion Chief.

Within fifteen (15) calendar days, the Battalion Chief shall schedule a meeting and/or provide a written response to the employee.

B. Step Two – Assistant Chief/Deputy Chief

Within fifteen (15) calendar days of the response from step one, the employee, if dissatisfied, may submit to the Assistant Chief/Deputy Chief a copy of the formal written grievance, including the step one response.

Within fifteen (15) calendar days, the Assistant Chief/Deputy Chief shall schedule a meeting and/or provide a written response to the employee.

C. Step Three – Fire Chief or Designee

Within fifteen (15) calendar days of the response from step two, the employee, if dissatisfied, may submit to the Fire Chief or designee a copy of the formal written grievance including the step two response.

Within fifteen (15) calendar days, the Fire Chief or designee shall schedule a meeting and/or provide a written response to the employee.

D. Step Four – Human Resources or Designee

Within fifteen (15) calendar days of the response from step three the employee, if dissatisfied, may submit to the Director of Human Resources or designee a copy of the formal written grievance including the step three response.

Within fifteen (15) calendar days, the Director of Human Resources or designee shall schedule a meeting and/or provide a written response to the employee.

E. Step Five – City Manager or Designee

Within fifteen (15) calendar days of the response from step four the employee, if dissatisfied, may submit to the City Manager or designee a copy of the formal written grievance including the step four response.

Within fifteen (15) calendar days, the City Manager or designee shall schedule a meeting and/or provide a written response to the employee.

F. Step Six – Arbitration

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within fifteen (15) calendar days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Association representative or employee to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached, such agreement shall be reduced to writing and submitted to the arbitrator. If parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association or employee(s), and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold the hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed fifteen (15) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within fifteen (15) calendar days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;

3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making stenographic record shall be born equally. The arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;
8. The Arbitrator shall have not have the authority to amend, modify, or add to the provisions of the Agreement.
9. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement.
10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance;
11. The decision of the Arbitrator shall be final and binding.

Section VI-General Provisions

- A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.
- B. Failure of the Association or the grievant(s) to comply with the time limits of the steps of the grievance procedure will serve to declare the grievance as settled in favor of the other party and no further action may be taken under this Agreement. Failure of the Employer to comply with the time limits of the steps of the grievance procedure will cause the grievance to advance to the next step in the process.
- C. The processing of a grievance shall be considered as City business. The aggrieved employee(s) and Association representative(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for

the time so spent. The cost of witnesses called by either party shall be borne by the party if required to testify when not otherwise required to be on duty.

- D. Employees who so desire shall have the right to an Association representative at all stages of this Grievance Procedure.
- E. No punitive action will be assessed against an employee for utilizing the grievance procedure.

ARTICLE EIGHT
HOURS OF WORK

Section I - Call Backs

For the purpose of maintaining a minimum staffing program, paid call backs shall be utilized to maintain a minimum on-duty manpower status as determined by the Fire Chief by utilizing available volunteer call-back personnel, hiring additional employees, or by ordering employees to work extra shifts. Adequate funds will be provided in the Fire Department budget for such a constant staffing program, subject to annual budget approval by the City Council; up to and including the rank of Battalion Chief on a rank for rank basis.

Each Fire Engine and each Fire Truck shall be staffed by a minimum of four sworn fire suppression personnel. In case of emergency circumstance, including but not limited to a regional disaster, catastrophe, or declaration of fiscal emergency, the Fire Chief shall have the discretion to alter the the deployment model during the duration of the crisis.

As set forth in Section 4.11 of the Personnel Ordinance, employees (Firefighters) shall be called back to work over their assigned platoon schedule as a result of volunteering to work extra time due to the absence of an employee from regularly scheduled platoon duty or to volunteer for special training programs. It shall be the responsibility of the Firefighters Association and the Fire Chief to make every attempt to ensure there are sufficient volunteers to cover all shifts so that the designated POST positions can be staffed.

During the term of this Agreement, employees on platoon duty shall continue to work a twenty-four (24) hour work shift that averages a fifty-six (56) hour work week.

Section II - Overtime

Overtime for Firefighters on Platoon Duty

For members of the Fire Department assigned to platoon duty, the method of determining additional compensation for overtime shall be set forth in the Salary Resolution. For purposes of this section, platoon duty is defined as being that work schedule which requires an employee to work alternating shifts, each shift to consist of twenty-four (24) consecutive hours as follows:

Overtime Defined

Hours worked over the assigned platoon schedule as a result of being held over schedule or being called back to duty from off-duty status, to combat fire, disaster or other emergency, working extra time due to the absence of an employee from regularly scheduled platoon duty, or for special events where the services of

Firefighters are deemed critical by the head of the department. Compensation for overtime, as defined above, will be paid at the time and one-half rate.

Section III – Payment for Overtime

An employee who is eligible under the Personnel Ordinance for overtime benefits, and who is required to and shall work overtime, shall be allowed time off, subject to the following terms which are not intended to supersede existing conditions, restrictions and limitations, but rather to expand and/or modify those provisions currently provided for in the Personnel Ordinance.

A. Payoff of Overtime

An employee who is eligible under the Personnel Ordinance for overtime, and who is required to and does work overtime shall be compensated subject to the following terms.

1. Commencing June 30, 2004, overtime shall be paid in the pay period following the one in which the overtime was worked, or as soon as practicable thereafter.
2. Effective November 1, 2005, and at the specific request of the employee to the Fire Chief or his designee, the City will credit earned overtime to an account in the employee's name in an amount not to exceed four (4) days or 40 hours for an employee who works a 40 hour per week schedule or four (4) shifts, or 96 hours for those in a platoon schedule. Employees shall not be permitted to add premium time to this account. Only straight time may be included in this account. All premium time shall be paid.
3. The credited earned overtime will be represented in hours on the employee's paystub (These hours are equivalent to a specific cash value, namely the number of hours credited to the employee's account multiplied by the employee's straight hourly rate of pay). At the employee's request to the Fire Chief or his designee, the City will pay to the employee any or all portions of the value of the account, minus standard withholdings. Payments will be made in the pay period following the period in which the request is received.
4. The credited earned overtime reflected on an employee's paycheck does not constitute a compensatory time bank. Employees will not be permitted to take time off in lieu of payment for earned overtime.
5. All cash value banks will be paid off in full prior to: 1) the last full pay period in a fiscal year, 2) the pay period in which a general salary increase is effective, or 3) a pay period in which the employee receives a promotion to a higher rate of pay.
6. Cash value banks may be paid off, at the employee's request, prior to the pay period in which a salary range decrease is effective.

7. The City retains the right to pay off the cash value of the employees accrued overtime at any time.
8. If the provisions of this Section III. B. are found to be in conflict with State or Federal law, overtime shall be paid off in full in the pay period following the pay period in which it was earned.

B. Banked Time Off

1. Effective November 1, 2005, members who work a forty-hour (40) week will have the opportunity to use banked overtime credits for the purposes of taking time off not exceed four (4) days or 40 hours.
2. The following conditions shall apply to Banked Overtime.
 - a. Banked time off hours shall be taken by any employee only at such time as the department head, at his discretion, shall designate or approve; provided, however, that time off hours must be taken within the fiscal year in which the overtime was worked.
 - b. Overtime earned and banked in one pay period may not be used until the following pay period. When employees receive time and one-half for overtime, they shall not be permitted to bank the premium time, because the banking of premium time will cause overtime pyramiding, which will increase the Fire Department's overtime liability. Only straight time may be banked. All premium time shall be paid.
 - c. All banked overtime hours not taken off in accordance with Section III, (B) (2) (a) above shall be automatically paid off in the following pay period or prior to a general salary increase.
 - d. No overtime hours shall be accumulated in excess of the maximum set forth above, or be carried over into the following fiscal year.
 - e. All banked time off hours not taken off prior to the pay period in which a salary increase is effective (except for automatic step increases and that permitted to be carried over) shall be automatically paid at the lower pay rate.

Section IV - Fair Labor Standards Act

A. Hours of Work - Work Cycle

All Firefighters through the rank of Battalion Chief on platoon duty will work a 24-day work cycle for the term of this Agreement.

B. Work Shift

All Firefighters through Battalion Chief on platoon duty shall work a 24-hour shift.

C. FLSA Overtime

The City agrees that it shall provide overtime compensation to all employees covered by this Agreement as required by the FLSA. Only hours worked shall be credited towards computation of FLSA overtime.

D. MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this Article by crediting Paid leaves of absence, vacation, sick leave, holiday leave, other paid absences as hours worked.

E. Shift Trades

The trading of work time between unit employees shall be in accordance with the provisions of the FLSA.

F. Early Relief

It is recognized practice for some unit employees to voluntarily relieve other unit employees working on the previous shift prior to the scheduled starting time.

This practice shall not change the actual amount of hours worked nor afford additional benefits to an employee.

Section V - Exemptions from the Provisions of the FLSA

During the term of this Agreement, employees in the positions of Battalion Chief and Fire Captain will be accorded the same benefits for overtime purposes as employees in non-exempt positions, as set forth in the Fair Labor Standards Act.

Section VI — K9

At the sole discretion and authority of the Fire Chief, an employee of the Long Beach Fire Department may be assigned to work with a privately-owned search and rescue dog provided by the National Search Dog Foundation and use said dog in connection

with the performance of his/her duties as a member of the Urban Search and Rescue Program. If the Fire Chief exercises this authority, the employee assigned to this duty shall be entitled to the following additional compensation, effective after the first full pay period after adoption by the City Council of the successor MOU:

- A. Training as directed by the Fire Department shall be conducted while the assigned employee is on-duty. If training is scheduled while the assigned employee is not on duty, the employee shall be compensated at the regular overtime rate of pay
- B. Necessary veterinarian visits shall be scheduled while the assigned employee is on-duty or the employee shall be compensated at the regular overtime rate of pay for off-duty visits.
- C. In addition, for purposes of complying with the Fair Labor Standards Act, to accommodate employees for the handling of fire search dogs off duty, the parties agree that the assigned employee will be deemed to have spent six (6) hours off duty hours every biweekly pay period to care for, maintain, and exercise the search dog. The member shall be paid the six (6) hours at the overtime rate of the State of California minimum wage (1.5 x minimum wage).

ARTICLE NINE

GENERAL PROVISIONS

Section I - Intent of the Parties

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior written agreements. It is understood by and between the parties that the intent as set forth herein shall be to cover the wages, hours and working conditions of the employees represented by the Association.

It is agreed that there exists within the Fire Department, personnel policies and procedures, general orders, departmental policies and rules and regulations. Except as specifically modified by this MOU, these rules and regulations, and policies and any subsequent amendments thereto shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these policies or departmental rules and regulations directly affecting wages, hours and terms and conditions of employment are implemented, the City through the Fire Chief, shall meet in accordance with Government Code Section 3500 et seq., with the Association regarding such changes.

However, the existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the Association shall remain in full force and effect during the term of this Agreement unless otherwise modified by this MOU.

Section II - Support of Agreement

By entering into this Agreement, the City and the Association have arrived at a final understanding through the meet and confer process resolving any differences which may have arisen during that process. Accordingly, it is agreed that the Association and the City will support this Agreement for its term.

Section III - Separability

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, inclusive of appeals, if any, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

Section IV - Ratification and Implementation

Nothing contained in the Memorandum of Understanding shall become binding upon the parties until such time as the City Council, by legislative enactment and allocation of funds, agrees and adopts its terms and conditions. This mutual recommendation is to

be jointly submitted to the City Council for consideration and adoption of the necessary legislative enactments to implement the provisions of this MOU.

Section V - Term and Renegotiation

All terms and Conditions of the existing Memorandum of Understanding unless and except as amended by mutual agreement, will remain in full force and effect through and including September 30, 2019. All rights, obligations, terms, and provisions of this contract shall expire on the termination date. The provisions of this Agreement may be extended by mutual agreement in writing. However, the parties agree that the provisions of the Personnel Ordinance and Salary Resolution that apply to employees represented by the Association shall continue while good faith negotiations to secure a new agreement are proceeding.

Any party wishing to negotiate a successor to this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 15, 2019, and no later than May 15, 2019.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2017.

FOR THE FIREFIGHTERS' ASSOCIATION:

REX PRITCHARD, President
Firefighters' Association

JOEL DAVIS
Firefighters' Association

NICK KRAUS
Firefighters' Association

KEVIN SCOTT
Firefighters' Association

FOR THE CITY OF LONG BEACH:

PATRICK WEST
City Manager

MIKE DUREE
Fire Chief

ALEX BASQUEZ
Director, Human Resources

CHRIS ROWE
Deputy Fire Chief

KEN WALKER
Manager of Labor Relations

STEPHANIE KEMP
Personnel Analyst

APPENDIX A

LISTING OF CLASSIFICATIONS

Section I - Classifications Represented

- A. Firefighters - Basic Unit
 - Firefighter
 - Fire Boat Pilot
 - Fire Engineer
 - Fire Recruit
 - Fire Safety Specialist - NC

- B. Firefighters - Supervisory Unit
 - Fire Captain
 - Battalion Chief

Section II – Entry Step for Fire Recruit

While in the Recruit Academy, Fire Recruits shall receive a salary that is 10 percent below Step 1 of Firefighter. Upon being sworn in as a Firefighter, the Fire Recruit will be placed at Step 1 of the salary range for Firefighter.

Section III – True Median Calculation and Total Compensation Definition

- A. Calculation of true median total compensation adjustments for the above mentioned October 1st increases in 2010, 2011 and 2012 will be attained through an agreed upon total compensation formula that uses the same approach and makes the same determinations as the parties employed when agreeing upon the August 2008 total compensation formula attached hereto as Appendix B, which includes:

- Base Salary (at top step of applicable salary range)
- Maximum Uniform Allowance
- Maximum EMT Pay
- Education Incentive Pay (Bachelor's Degree)
- Longevity Pay (highest paid level)
- Wellness Program Participation Pay
- Employer Pick-up of Employee Retirement Contribution Amount
- Employee Cost Sharing of Employer Retirement Costs
- Employer Paid Deferred Compensation Contributions
- Post Retirement Health Savings Account Employer Contributions

- B. Median total compensation will be calculated based upon the sum of the total compensation components described in Section IV A by rank for the following agencies: Anaheim, Glendale, Huntington Beach, Los Angeles City, Los Angeles County, Orange County, Pasadena, Santa Ana, Santa Monica and Torrance.
- C. The median is defined as the total compensation value which is halfway between the fifth (5th) and sixth (6th) highest agencies when the agencies are rank ordered according to their total compensation with the agency with the highest total compensation being ranked 1st.
- D. Appendix B provides examples of the total compensation calculations for the comparable agencies used to determine salary adjustments for the 2008 to 2013 Memorandum of Understanding. They were used by the parties to ascertain total compensation as of 2008 and will serve as examples of calculating median for the October 1, 2010, 2011 and 2012 adjustments.

APPENDIX B

The following requirements must be satisfied in order to obtain the related skill pay and/or certification pay as prescribed in Sections IV and V of Article II:

Arson Skill/Certification Pay

Hold current certificates from the following California State Fire Marshal's training classes:

- PC 832 Arrest and Firearms Course Certification
- Fire Investigator 1A
- Fire Investigator 1B
- Fire Investigator 2A
- Fire Investigator 2B

Fire Prevention Skill Pay and Certification Pay (Captains only)

Hold current certificates from the following California State Fire Marshal's training classes:

- Fire Prevention 1A
- Fire Prevention 1B
- Fire Prevention 1C
- Fire Prevention 2A
- Fire Prevention 2B
- Fire Prevention 2C

Attend continuing education training as determined by the Fire Marshall.

Fire Prevention Certification Pay (Firefighters and Fire Engineers only)

Hold current certificates from the following California State Fire Marshal's training classes:

- Fire Prevention 1A
- Fire Prevention 1B
- Fire Prevention 1C

Attend continuing education training as determined by the Fire Marshall.

Public Information Officer Skill/Certification Pay

Hold current certificates from the following California State Fire Marshal's training classes:

- California State Fire Marshal's Fire Prevention 1A
- California State Fire Marshal's Fire Prevention 1B
- California State Fire Marshal's Fire Public Education 1
- Basic Public Information Officer (G-290) CSTI or equivalent as determined by the Fire Chief

Hazardous Materials Skill/Certification Pay

Assigned to the program/station or as a qualified relief

- California State Fire Marshal's Hazardous Materials Specialist Certification

Certified but not assigned to the program as a qualified relief or program station

- California State Fire Marshal's Hazardous Materials Specialist Certification

Both must attend continuing education training as determined by the Fire Chief

Urban Search and Rescue Skill/Certification Pay

Hold current certificates from the following California State Fire Marshal's training classes:

Assigned to the program station

- Rescue Systems I Certificate
- Rescue Systems II Certificate
- Confine Space Rescue Certificate
- Trench Rescue Certificate
- One of the following certifications within 12 months of assignment to the program station:
 - Search (K-9)
 - Technical Search
 - Heavy Equipment & Rigging Specialist
 - Medical Specialist

Certified or qualified relief:

- Rescue Systems I
- Rescue Systems II
- Confine Space Rescue
- Trench Rescue

Both must attend continuing education training as determined by the Fire Chief

Training Captain Skill/Certification Pay

Hold current certificates from the following California State Fire Marshal's training classes:

- Fire Instructor IA
- Fire Instructor IB
- Fire Instructor 2A
- Fire Instructor 2B
- Fire Instructor 2C

Aircraft Rescue and Fire Fighting Skill/Certification Pay

Assigned to the program/station or as a qualified relief

- Attend FAA approved annual live fire burn training
- Listed as qualified by the Fire Department Airport Liaison
- Attend continuing education training as determined by the Fire Chief
- Pass annual written exam administered by the Training Director

Certified and not assigned to the program station or qualified relief:

- Listed as certified by the Fire Department Airport Liaison
- Attend continuing education training as determined by the Fire Chief
- Pass annual written exam administered by the Training Director