

R-20

October 22, 2019

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Adopt a Resolution approving the 2019-2022 Memorandum of Understanding with the Long Beach Firefighters Association. (Citywide)

DISCUSSION

In accordance with instructions from the City Council, a Memorandum of Understanding (MOU) agreement has been reached with the Long Beach Firefighters Association (FFA) bargaining unit. The FFA represents approximately 408 employees in the Firefighters Association Basic and Supervisory units.

Since May 2019, City management and FFA representatives have held 8 negotiation sessions regarding a new MOU. The current MOU expired on September 30, 2019. A tentative agreement has been reached and jointly signed by representatives of the City and FFA.

The tentative agreement contains key benefit enhancements, such as a paid parental leave program, one additional holiday, and modification of holiday and vacation accruals that enhance employees' ability to balance work and personal lives.

Tentative Agreement Major Provisions:

The proposed MOU is for a three-year agreement from October 1, 2019 through September 30, 2022, and includes the following major provisions:

1. General wage increases in the pay period that includes the following dates:
 - 3 percent effective October 1, 2019
 - 3 percent effective September 30, 2021
 - 3 percent effective April 1, 2022
2. One-Time Payment: Effective October 1, 2020, all permanent full-time bargaining unit members (excluding Fire Recruit and Fire Safety Specialist-NC) receive a \$2,000 one-time payment.

3. Battalion Chief - Additional Step: Effective October 1, 2020, an additional step (Step 6) will be added to the classification of Battalion Chief and shall be equivalent to 2.5 percent above the Step 5 base hourly rate of the Battalion Chief classification.
4. During the term of the agreement, upon request from either the City or FFA the parties will meet and confer in good faith regarding possible adjustments as it relates to CalPERS pension reform. Any changes to the MOU as a result of the reopener will be based on mutual agreement.
5. Skill Pays:
 - a. Hazmat First Responder Operations Pay: Effective October 1, 2020, employees in the classification of Firefighter, Fire Engineer, Fire Boat Pilot, Fire Captain, and Battalion Chief will be eligible to receive Hazmat First Responder Operations Pay in the amount of 1 percent of top step Firefighter.
 - b. Bilingual Pay Increase: Effective October 1, 2020, the Bilingual Pay for Fire Bargaining Unit members will increase from \$0.80 per hour to \$1.20 per hour. This change is an effort to support the City's Language Access provision, which establishes standards and procedures for providing equal access services and programs to all residents, including those with limited proficiency in English.
 - c. Emergency Apparatus Skill Pay: Effective October 1, 2020, the Emergency Apparatus Pay applicable to the Fire Engineer classification will be converted from a \$30.00 monthly flat rate to 3 percent of top step Firefighter.
 - d. Fire Prevention Skill Pay: Effective October 1, 2020, the Fire Prevention Pay applicable to the Firefighter and Fire Engineer classification will increase from 5 percent to 6 percent of top step Firefighter.
 - e. Battalion Chief Certification Pay: Effective October 1, 2020, Battalion Chiefs possessing a certificate, as defined in Appendix B (FFA MOU), for USAR, HAZMAT, ARFF, Fire Prevention, or Fire Boat operations will receive an additional compensation of 1.5 percent of top step Firefighter base hourly rate. Battalion Chiefs will only be eligible for a maximum of one certification in the program areas indicated.
6. Additional City Holiday: In 2021, employees will receive one additional paid City holiday, to be determined by the City Council.
7. New Paid Parental Leave: Full-time employees eligible for City health benefits who have completed six months of full-time City service will be eligible for up to 30 consecutive days (160 hours - 4/10 shift; 192 hours - platoon shift) of Paid Parental Leave following the birth of a child, adoption of a child, or placement of a foster child in their home.

8. Vacation and In-Lieu Accrual Maximum: In 2021, the City will implement revised vacation and in-lieu holiday accrual maximums. This will provide greater clarity on the accruals and accommodate the City's LB Coast HR system requirements. New employees may utilize accrued vacation hours upon completing six months of employment versus the current 12-month wait period.
9. A Joint Labor Management Committee (LMC) between the Department of Human Resources, Long Beach Firefighters Management and LBFFA will convene to discuss issues related to the behavioral health benefits and services provided by Employee Assistance Plan (EAP) in effort to improve services.

This matter was reviewed by Deputy City Attorney Monica J. Kilaita on October 9, 2019 and by Budget Manager Grace H. Yoon on October 8, 2019.

TIMING CONSIDERATIONS

City Council action is requested on October 22, 2019, to ensure timely implementation of the MOU provisions.

FISCAL IMPACT

As shown in the table below, the total cost for this three-year agreement is estimated to be \$10.17 million for the General Fund Group and \$10.26 million for All Funds. The total structural (ongoing) cost increase resulting from the agreement is estimated to be \$9.37 million in the General Fund Group and \$9.45 across All Funds. There is also a one-time payment in FY 21 estimated at \$800,000 in the General Fund Group and \$810,000 across All Funds. The table shows the breakdown of these costs by fiscal year. While the agreement is for FY 20 through FY 22, there are new structural cost increases that will impact FY 23 as a result of the mid-year raise that occurs in FY 22.

FFA Net Contract Cost by Fiscal Year (in \$ millions)

Fund	FY 20	FY 21	FY 22	FY 23	Total
General Fund					
Structural costs	2.51	1.52	3.99	1.35	9.37
One-time payment	-	0.80	-	-	0.80
Total General Fund	2.51	2.32	3.99	1.35	10.17
All Funds					
Structural costs	2.53	1.53	4.02	1.37	9.45
One-time payment	-	0.81	-	-	0.81
Total All Funds	2.53	2.34	4.02	1.37	10.26

HONORABLE MAYOR AND CITY COUNCIL

October 22, 2019

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The net structural costs in FY 20 (\$2.51 million in the General Fund Group and \$2.53 All Funds) are expected to be funded from one-time sources, as the proposed FY 20 budget has already been adopted. City management expects to identify one-time revenues in FY 20, if adequate sources are not available, the City has sufficient balance available in the operating reserve. The one-time costs in FY 21 (\$800,000 in the General Fund Group and \$810,000 in All Funds) will also be funded from one-time sources, presumably from FY 20 year-end savings.

For FY 21, the City is expected to structurally include both the FY 20 and FY 21 structural costs into the operating budget (total of \$4.03 million in the General Fund Group and \$4.06 million All Funds) and will make any necessary adjustments to incorporate these costs. For FY 22 and FY 23, similar steps will be taken. This recommendation has a moderate staffing impact to implement the payroll changes but is within the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



ALEJANDRINA BASQUEZ
HUMAN RESOURCES DIRECTOR

ATTACHMENT

APPROVED:



THOMAS B. MODICA
ACTING CITY MANAGER

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH APPROVING THE 2019-2022
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 2019-2022 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 2019-2022 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
411 West Ocean Boulevard, 9th 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 _____, 2019, by the
9 following vote:

10 Ayes: Councilmembers: _____
11 _____
12 _____
13 _____

14 Noes: Councilmembers: _____
15 _____

16 Absent: Councilmembers: _____
17 _____

18 _____
19 _____
20 _____
21 City Clerk

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EXHIBIT “A”

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, 2019 – SEPTEMBER 30, 2022

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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

- A. The classifications and rates of pay for positions in this unit for the term of the Agreement (October 1, 2019 through September 30, 2022) 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 in the pay period that include the following dates:

10/01/2019 — 3%

9/30/2021 — 3%

4/01/2022— 3%

- B. Effective the pay period that includes October 1, 2020, an additional step (Step 6) shall be added to the classification of Battalion Chief and shall be equivalent to two and a half percent (2.5%) above the Step 5 base hourly rate of the Battalion Chief classification.
- C. Effective the pay period that includes October 1, 2020, a one-time ad hoc lump sum payment of \$2,000.00 as outlined in Appendix J to all permanent full-time represented classifications (excluding Fire Recruit and Fire Safety Specialist – NC) shall be made.

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

- A. The City shall provide longevity pay as compensation to all permanent full-time bargaining unit members under the following conditions:
1. 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. Ten percent (10%) of top step Firefighter base hourly rate for fifteen (15) years or more but less than 20 years of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.
3. 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 of Long Beach 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 – Skill Pay

The classification and rates of Skill Pay for positions in this unit are set forth in Appendix B.

Section IV – Certification Pay

The classification and rates of Certification Pay for positions in this unit are set forth in Appendix C.

Section V - Education Pay

The classification and rates of Education Pay for positions in this unit are set forth in Appendix D.

Section VI – Bilingual Pay

Bilingual 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 of Long Beach, 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 pay for American Sign Language will only be paid to members who physically interact with the public in person through face to face communications.

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.

Effective the pay period that includes October 1, 2020, the Bilingual Pay for Fire Bargaining Unit members shall increase from \$0.80 per hour to \$1.20 per hour.

Section VII – Entry Step for Fire Recruit

While in the Recruit Academy, Fire Recruits shall receive a salary that is 10% 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.

ARTICLE THREE

PAID TIME BENEFITS

Section I - Bereavement Leave

1. Permanent full-time and permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for his or her absence, 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 immediate family member.
2. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
3. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
4. Bereavement leave must be taken within 60 days of immediate family member death. Employees shall only be eligible for three (3) paid bereavement leave days' total in a rolling 12-month period.
5. Eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave for death or critical illness of an immediate family member in addition to approved paid bereavement leave.
6. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section II - Holidays

The following are City observed Holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Thanksgiving - Fourth Thursday in November
8. Day after Thanksgiving – Friday after Thanksgiving Day
9. Christmas - December 25

10. Personal Holiday Leave (4 days)

Effective the first full pay period of calendar year 2021, subject to agreement with all other bargaining units and approval by City Council, the City will provide one additional City observed Holiday (to be determined by City Council) to eligible permanent full-time and permanent part-time employees.

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 City Council, as indicated in paragraph one (1) above.

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.

Section IV – Time Off for Examinations

All members of the bargaining unit shall be provided release time for the purpose of taking qualifying examinations or promotional examinations which pertain to their position in the competitive service of the City and will not result in a loss of pay if the examination is scheduled during a member's regularly scheduled work hours.

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, 2019 — \$1,737.11 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. Each January 1st thereafter during the term of this agreement, employees with single or two-party plan health coverage shall pay 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.
2. 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.

Section II– City Health Insurance Advisory Committee (HIAC)

Each year, a series of meetings are scheduled with the Health Insurance Advisory Committee to review the status, solvency and utilization of the health, dental, vision and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefits levels and addition or deletion of plans.

The parties agree to work through the HIAC to mitigate employee benefit program cost increases for upcoming plan years. The Association shall maintain one representative and identify one alternate representative on the City's Health Insurance Advisory Committee (HIAC). The representative(s) shall be enrolled in one of the City's health insurance plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period January 1, 2020 through the term of this agreement. Every effort shall 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 III - 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 the continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized as payment of monthly premiums to continue enrollment in the City's health plan(s) 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 26 or opts out of the City health plan(s).
- 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 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 Incentive Program

- A. Employees who have fully participated in the City approved Fire Wellness Program during the prior calendar year will receive \$100 per month in the subsequent calendar year. Employees must requalify each year. This stipend will also be considered part of the total compensation formula.
- B. 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.
- C. The maximum total wellness payment for any employee is \$200 per month for both participation and achievement of benchmarks.
- D. There will be a limited re-opener on April 1, 2021 to meet and discuss program components such as achievement benchmarks 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. Benchmarks are to be agreed upon by the City and the Association.

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 26 or opts out of the City health plan;
 - 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 – Retirement

- A. 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% 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.
- B. Employees hired between October 1, 2011 and December 31, 2012 shall be provided a 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.
- C. 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 (1) 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 1,000 hours per fiscal 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 the preceding paragraph above.

The City and Firefighters Association agree to discuss during the term 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:
 - 1. Court on Call:
 - a. 1 hour in the morning from 930 am to 1230 pm.
 - b. 1 hour in the afternoon from 1330 pm to 1630 pm.
 - 2. 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.

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 the Long Beach Firefighters Association (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 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 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 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 – MOU 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 such overtime will be paid at the time and one-half times the regular rate of pay.

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 according to the following terms.

1. Overtime shall be paid in the pay period following the one in which the overtime was worked, or as soon as practicable thereafter.
2. 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. 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. Work Schedule

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.

Employees have the right to exchange shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as worked on his or her time sheet.
3. Payback of the exchanged shift will be the responsibility of the two employees who exchange shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

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.

G. Work Period

Pursuant to Section 7(k) of the Fair Labor Standards Act, the City has adopted a 24-day FLSA work period for all classifications in the bargaining unit. The 24-day period begins on a Saturday at 8:00 a.m. and ends 24 days later on a Saturday at 7:59 a.m.

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 — Canine Reimbursement Pay

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.

A. 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 Council of the successor MOU:

1. 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
2. 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.

B. For purposes of complying with the Fair Labor Standards Act (FLSA), and to accommodate employees for the off-duty care of their search and rescue dog(s), the parties have agreed to the following terms:

1. The canine handler will be six (6) hours biweekly pay period to care for, and exercise their search and rescue dog(s).
2. The canine handler will be paid for these six (6) off-duty hours at the overtime rate of the State of California minimum wage (1.5 x minimum wage).

3. If the employee does not possess a qualified search and rescue dog(s) for a majority of a biweekly pay period, the reimbursement will not be paid.

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

The term of this Memorandum of Understanding shall be from October 1, 2019 through September 30, 2022.

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, 2022. 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, 2022, and no later than May 15, 2022.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2019.

FOR THE FIREFIGHTERS' ASSOCIATION:

REX PRITCHARD, President
Firefighters' Association

NICK KRAUS
Firefighters' Association

KEVIN SCOTT
Firefighters' Association

FOR THE CITY OF LONG BEACH:

THOMAS B. MODICA
Acting City Manager

XAVIER ESPINO
Fire Chief

ALEX BASQUEZ
Director, Human Resources

CHRIS ROWE
Assistant Fire Chief

DANA ANDERSON
Labor Relations Manager

IRMA RODRIGUEZ MOISA
Chief Negotiator, AALRR

CHRISTIAN CAMBRIDGE
Administrative Analyst

APPENDIX "A"

LISTING OF CLASSIFICATIONS

Firefighters – Basic Unit

Firefighter
Fire Boat Pilot
Fire Engineer
Fire Recruit
Fire Safety Specialist – NC

Firefighters – Supervisory Unit

Fire Captain
Battalion Chief

APPENDIX "B"

PAY RATES AND STEP SCHEDULE

LONG BEACH FIREFIGHTERS ASSOCIATION
MOU TERM: OCTOBER 1, 2019 – SEPTEMBER 30, 2022

Salary Schedule for Represented Sworn and Non-Sworn Positions

Effective: Pay period including October 1, 2019, 3.0% General Wage Increase

Pay Rates Min and Max:

<u>Classification</u>	<u>Salary Range</u>	<u>Hourly Pay Rate¹</u>		<u>Monthly Salary²</u>	
		Min	Max	Min	Max
Battalion Chief	185	\$61.467	\$75.888	\$10,691	\$13,199
Fire Boat Pilot	140	\$43.908	\$54.372	\$7,636	\$9,456
Fire Captain	155	\$47.631	\$59.202	\$8,284	\$10,297
Fire Engineer	105	\$39.640	\$49.303	\$6,895	\$8,575
Fire Recruit	45	-	\$31.670	-	\$5,508
Fire Safety Specialist - NC	55	\$35.189	\$43.214	\$6,120	\$7,516
Fire Fighter	55	\$35.189	\$43.214	\$6,120	\$7,516

Steps Schedule:

<u>Classification</u>	<u>STEP 1¹</u>	<u>STEP 2¹</u>	<u>STEP 3¹</u>	<u>STEP 4¹</u>	<u>STEP 5¹</u>
Battalion Chief	\$61.467	\$64.850	\$68.307	\$72.045	\$75.888
Fire Boat Pilot	\$43.908	\$46.355	\$48.861	\$51.546	\$54.372
Fire Captain	\$47.631	\$50.354	\$53.118	\$56.088	\$59.202
Fire Engineer	\$39.640	\$41.840	\$44.227	\$46.669	\$49.303
Fire Recruit	\$31.670	-	-	-	-
Fire Safety Specialist - NC	\$35.189	\$37.069	\$38.995	\$41.047	\$43.214
Fire Fighter	\$35.189	\$37.069	\$38.995	\$41.047	\$43.214

¹ Hourly payrates are rounded to the nearest thousandth.

² Monthly pay rates are rounded to the nearest whole dollar.

*Pay rates may vary slightly due to rounding.

APPENDIX "B"

PAY RATES AND STEP SCHEDULE

LONG BEACH FIREFIGHTERS ASSOCIATION
MOU TERM: OCTOBER 1, 2019 – SEPTEMBER 30, 2022

Salary Schedule for Represented Sworn and Non-Sworn Positions

Effective: Pay period including October 1, 2020, Battalion Chief New Step (2.5%)

Pay Rates Min and Max:

<u>Classification</u>	<u>Salary Range</u>	<u>Hourly Pay Rate¹</u>		<u>Monthly Salary²</u>	
		Min	Max	Min	Max
Battalion Chief	185	\$61.47	\$77.79	\$10,691	\$13,529

Steps Schedule:

<u>Classification</u>	<u>STEP 1¹</u>	<u>STEP 2¹</u>	<u>STEP 3¹</u>	<u>STEP 4¹</u>	<u>STEP 5¹</u>	<u>STEP 6¹</u>
Battalion Chief	\$61.47	\$64.85	\$68.31	\$72.05	\$75.89	\$77.79

¹ Hourly payrates are rounded to the nearest hundredth.

² Monthly pay rates are rounded to the nearest whole dollar.

*Pay rates may vary slightly due to rounding.

APPENDIX "B"

PAY RATES AND STEP SCHEDULE

LONG BEACH FIREFIGHTERS ASSOCIATION
MOU TERM: OCTOBER 1, 2019 – SEPTEMBER 30, 2022

Salary Schedule for Represented Sworn and Non-Sworn Positions

Effective: Pay period including September 30, 2021, 3.0% General Wage Increase

Pay Rates Min and Max:

<u>Classification</u>	<u>Salary Range</u>	<u>Hourly Pay Rate¹</u>		<u>Monthly Salary²</u>	
		Min	Max	Min	Max
Battalion Chief	185	\$63.31	\$80.12	\$11,012	\$13,935
Fire Boat Pilot	140	\$45.23	\$56.00	\$7,866	\$9,740
Fire Captain	155	\$49.06	\$60.98	\$8,533	\$10,606
Fire Engineer	105	\$40.83	\$50.78	\$7,102	\$8,832
Fire Recruit	45	-	\$32.62	-	\$5,674
Fire Safety Specialist - NC	55	\$36.24	\$44.51	\$6,304	\$7,741
Fire Fighter	55	\$36.24	\$44.51	\$6,304	\$7,741

Steps Schedule:

<u>Classification</u>	<u>STEP 1¹</u>	<u>STEP 2¹</u>	<u>STEP 3¹</u>	<u>STEP 4¹</u>	<u>STEP 5¹</u>	<u>STEP 6¹</u>
Battalion Chief	\$63.31	\$66.80	\$70.36	\$74.21	\$78.16	\$80.12
Fire Boat Pilot	\$45.23	\$47.75	\$50.33	\$53.09	\$56.00	-
Fire Captain	\$49.06	\$51.86	\$54.71	\$57.77	\$60.98	-
Fire Engineer	\$40.83	\$43.09	\$45.55	\$48.07	\$50.78	-
Fire Recruit	\$32.62	-	-	-	-	-
Fire Safety Specialist - NC	\$36.24	\$38.18	\$40.16	\$42.28	\$44.51	-
Fire Fighter	\$36.24	\$38.18	\$40.16	\$42.28	\$44.51	-

¹ Hourly payrates are rounded to the nearest hundredth.
² Monthly pay rates are rounded to the nearest whole dollar.
 *Pay rates may vary slightly due to rounding.

APPENDIX "B"

PAY RATES AND STEP SCHEDULE

LONG BEACH FIREFIGHTERS ASSOCIATION
MOU TERM: OCTOBER 1, 2019 – SEPTEMBER 30, 2022

Salary Schedule for Represented Sworn and Non-Sworn Positions

Effective: Pay period including April 1, 2022, 3.0% General Wage Increase

Pay Rates Min and Max:

<u>Classification</u>	<u>Salary Range</u>	<u>Hourly Pay Rate¹</u>		<u>Monthly Salary²</u>	
		<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Battalion Chief	185	\$65.21	\$82.52	\$11,343	\$14,353
Fire Boat Pilot	140	\$46.58	\$57.68	\$8,101	\$10,032
Fire Captain	155	\$50.53	\$62.81	\$8,789	\$10,924
Fire Engineer	105	\$42.05	\$52.31	\$7,315	\$9,097
Fire Recruit	45	-	\$33.60	-	\$5,844
Fire Safety Specialist - NC	55	\$37.33	\$45.85	\$6,493	\$7,974
Fire Fighter	55	\$37.33	\$45.85	\$6,493	\$7,974

Steps Schedule:

<u>Classification</u>	<u>STEP 1¹</u>	<u>STEP 2¹</u>	<u>STEP 3¹</u>	<u>STEP 4¹</u>	<u>STEP 5¹</u>	<u>STEP 6¹</u>
Battalion Chief	\$65.21	\$68.80	\$72.47	\$76.43	\$80.51	\$82.52
Fire Boat Pilot	\$46.58	\$49.18	\$51.84	\$54.69	\$57.68	-
Fire Captain	\$50.53	\$53.42	\$56.35	\$59.50	\$62.81	-
Fire Engineer	\$42.05	\$44.39	\$46.92	\$49.51	\$52.31	-
Fire Recruit	\$33.60	-	-	-	-	-
Fire Safety Specialist - NC	\$37.33	\$39.33	\$41.37	\$43.55	\$45.85	-
Fire Fighter	\$37.33	\$39.33	\$41.37	\$43.55	\$45.85	-

¹ Hourly payrates are rounded to the nearest hundredth.
² Monthly pay rates are rounded to the nearest whole dollar.
 *Pay rates may vary slightly due to rounding.

APPENDIX "C"

TRUE MEDIAN CALCULATION AND TOTAL COMPENSATION DEFINITION

- A. Calculation of true median total compensation 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 total compensation formula attached hereto which includes:
1. Base Salary (at top step of applicable salary range)
 2. Maximum Uniform Allowance
 3. Maximum EMT Pay
 4. Education Incentive Pay (Bachelor's Degree)
 5. Longevity Pay (highest paid level)
 6. Wellness Program Participation Pay
 7. Employer Pick-up of Employee Retirement Contribution Amount
 8. Employee Cost Sharing of Employer Retirement Costs
 9. Employer Paid Deferred Compensation Contributions
 10. 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 VIII(A), above, 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.

APPENDIX "D"

SKILL PAY

Classifications	Qualifying Certificates/Licenses	Rate
A. Paramedic – 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.		
Firefighter	Licensed through the State of California and accredited by the local emergency services agency.	16% of a top step Firefighter base hourly rate.
B. Paramedic Preceptor – Permanent full-time bargaining unit members who are certified as Paramedic Preceptors and who train Paramedic Trainees shall receive this pay, when assigned and performing training duties only.		
Firefighter	When certified as Paramedic Preceptors and trains Paramedic Trainees.	10% top step Firefighter base hourly rate per diem.
C. Firefighter II – Permanent full-time bargaining unit members who have at least six (6) years of experience, as defined in Article II, Section II (4), (5), and (6) herein, and who have satisfied State of California Fire Marshal Firefighter II certification standards.		
Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	Firefighter II (proof of certification must be presented to Fire Management)	3% of the top step Firefighter base hourly rate on the date proof of certification is submitted to Fire Management.
D. Arson Investigator – When certified and permanently assigned to perform the full duties of an Arson Investigator.		
Fire Captain Fire Engineer Firefighter	(CSFM) PC 832 Arrest and Firearms Course (CSFM) Fire Investigator 1A (CSFM) Fire Investigator 1B (CSFM) Fire Investigator 2A (CSFM) Fire Investigator 2B OR (CSFM) PC 832 Arrest and Firearms Course (CSFM) Fire Investigation 1A (CSFM) Fire Investigation 1B (CSFM) Fire Investigation 2A (CSFM) Fire Investigation 2B OR (CSFM) PC 832 Arrest and Firearms Course (CSFM) Fire Investigation 1A (CSFM) Fire Investigation 1B (CSFM) Fire Investigation 1C	16% of a top step Firefighter base hourly rate.
E. Fire Boat Operations – When certified and assigned to Fire Boat Operations.		

Classifications	Qualifying Certificates/Licenses	Rate
Fire Boat Pilot Fire Captain Fire Engineer Firefighter	Relevant and appropriate certification.	6% of the top step Firefighter base hourly rate if permanently assigned to perform Fire Boat Operations duties. 4.5% of the top step Firefighter base hourly rate if assigned as qualified relief coverage to the Fire Boat Operations. 1.5% of top step Firefighter as a per diem if temporarily assigned from qualified relief to the Fire Boat Operations.
F. Emergency Apparatus – When regularly assigned to an apparatus other than a single function fire boat and in possession of the required license.		
Fire Engineer	California State Emergency Apparatus Operator	\$0.173 hourly (\$30 monthly equivalent). Effective October 1, 2020, Emergency Apparatus pay shall change from a \$30 flat rate to 3% of top step Firefighter base hourly rate.
G. Prevention – When certified and permanently assigned to perform Fire Prevention duties.		
Fire Engineer Firefighter	(CSFM) Fire Prevention 1A (CSFM) Fire Prevention 1B (CSFM) Fire Prevention 1C OR (CSFM) Fire Inspector 1A (CSFM) Fire Inspector 1B (CSFM) Fire Inspector 1C (CSFM) Fire Inspector 1D Must also attend continuing education training as determined by the Fire Marshal.	5% of top step Firefighter base hourly rate. Effective October 1, 2020, Fire Prevention pay shall increase from 5% of top step Firefighter to 6% of top step Firefighter base hourly rate.
H. Urban Search and Rescue (USAR) – When certified and assigned to Urban Search and Rescue.		
Fire Boat Pilot Fire Captain Fire Engineer Firefighter	If assigned to the program station, incumbent must possess the following certificates: Rescue Systems I	6% of the top step Firefighter base hourly rate if permanently assigned to the Urban

Classifications	Qualifying Certificates/Licenses	Rate
	<p>Rescue Systems II Confine Space Rescue Trench Rescue</p> <p>If assigned to the program station, incumbent must possess <u>one</u> of the following certificates in addition to the certificates listed above:</p> <p>Search (K-9) Technical Search Heavy Equipment & Rigging Specialist Medical Specialist</p> <p>If assigned as certified or qualified relief:</p> <p>Rescue Systems I Rescue Systems II Confine Space Rescue Trench Rescue</p> <p>Incumbents in both assignments must also attend continuing education training as determined by the Fire Chief.</p>	<p>Search and Rescue program station.</p> <p>4.5% of the top step Firefighter base hourly rate if assigned as qualified relief coverage to the Urban Search and Rescue program.</p> <p>1.5% of top step Firefighter as a per diem if temporarily assigned from qualified relief to the Urban Search and Rescue station.</p> <p>2.5% of the top step Firefighter base hourly rate if permanently assigned as an instructor and training coordinator at an Urban Search and Rescue program station. Exceptions to the location requirement may be approved by the Fire Chief. This payment will be limited to two (2) employees per shift.</p>
I. Hazardous Materials (HAZMAT) – When certified and assigned to Hazardous Materials program station or assigned as a qualified relief.		
<p>Fire Boat Pilot Fire Captain Fire Engineer Firefighter</p>	<p>(CSFM) Hazardous Materials Specialist</p> <p>Must also attend continuing education training as determined by the Fire Chief.</p> <p>The maximum will be limited to two (2) per shift for a maximum of six (6) total as determined by the Fire Chief or Program Manager.</p>	<p>6% of the top step Firefighter base hourly rate if permanently assigned to the Hazardous Materials program station.</p> <p>4.5% of the top step Firefighter base hourly rate if assigned as qualified relief to the Hazardous Materials program.</p> <p>1.5% of top step Firefighter as a per diem if temporarily assigned from qualified relief to</p>

Classifications	Qualifying Certificates/Licenses	Rate
		<p>the Hazardous Materials station.</p> <p>2.5% of the top step Firefighter base hourly rate if permanently assigned as an instructor and training coordinator at Hazardous Materials program station. Exceptions to the location requirement may be approved by the Fire Chief. This payment will be limited to two (2) employees per shift.</p>
J. Hazmat First Responder Operations Pay —Compensation to employees who complete the Hazmat First Responder Operations certificate program.		
Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	Eligible employees who received Hazmat First Responder Operations certificate.	Effective October 1, 2020, 1% of top step firefighter base hourly rate.
K. Aircraft Rescue and Fire Fighting (ARFF) – When certified and assigned to an Airport Rescue and Firefighting program station or assigned as a qualified relief.		
Fire Boat Pilot Fire Captain Fire Engineer Firefighter	<p>If assigned to the program/station or as a qualified relief:</p> <p>Attend FAA approved annual live fire burn training Listed as qualified by the Fire Department Airport Liaison</p> <p>Attend continuing education training as determined by the Fire Chief</p> <p>Pass annual written exam administered by the Training Director</p> <p>If certified and not assigned to the program station of qualified relief:</p> <p>Listed as qualified by the Fire Department Airport Liaison</p> <p>Attend continuing education training as determined by the Fire Chief</p> <p>Pass annual written exam administered by the Training Director</p>	<p>6% of the top step Firefighter base hourly rate if permanently assigned to the ARFF program station.</p> <p>4.5% of the top step Firefighter base hourly rate if assigned as qualified relief to the ARFF program.</p> <p>1.5% of top step Firefighter as a per diem if temporarily assigned from qualified relief to the ARFF station.</p>
L. Public Information Officer – When certified and assigned to Public Information Officer.		
Fire Captain	<ul style="list-style-type: none"> • (CSFM) Fire Prevention 1A • (CSFM) Fire Prevention 1B • Two (2) of the following certifications: 	6% of the top step Firefighter base hourly rate if permanently

Classifications	Qualifying Certificates/Licenses	Rate
	<ul style="list-style-type: none"> ○ California State Fire Training Public Education 1 ○ California State Fire Training Community Risk Educator ○ Basic Public Information Officer (G-290) CSTI or equivalent as determined by the Fire Chief ○ Advanced Public Information Officer (L0388) CSTI or equivalent as determined by the Fire Chief <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ● Fire Inspector 1A ● Fire Inspector 1B ● Fire Inspector 1C ● Two (2) of the following certifications: <ul style="list-style-type: none"> ○ California State Fire Training Public Education 1 ○ California State Fire Training Community Risk Educator ○ Basic Public Information Officer (G-290) CSTI or equivalent as determined by the Fire Chief ○ Advanced Public Information Officer (L0388) CSTI or equivalent as determined by the Fire Chief 	<p>assigned to Public Information Officer.</p>
M. Training Captain – When certified and assigned to Training Captain.		
Fire Captain	<p>(CSFM) Fire Instructor 1A (CSFM) Fire Instructor 1B (CSFM) Fire Instructor 2A (CSFM) Fire Instructor 2B (CSFM) Fire Instructor 2C</p> <p style="text-align: center;">OR</p> <p>(CSFM) Fire Instructor 1A (CSFM) Fire Instructor 1B Instructor II Instructor Development</p> <p style="text-align: center;">OR</p> <p>Instructor I Instructor Methodology (CSFM) Fire Instructor 2A (CSFM) Fire Instructor 2B (CSFM) Fire Instructor 2C</p> <p style="text-align: center;">OR</p> <p>Instructor I Instructor Methodology Instructor II Instructor Development</p>	<p>6% of the top step Firefighter base hourly rate if permanently assigned as Training Captain.</p>
N. Fire Prevention Captain – When certified and assigned to Fire Prevention Captain.		

Classifications	Qualifying Certificates/Licenses	Rate
Fire Captain	(CSFM) Fire Prevention 1A (CSFM) Fire Prevention 1B (CSFM) Fire Prevention 1C (CSFM) Fire Prevention 2A (CSFM) Fire Prevention 2B (CSFM) Fire Prevention 2C OR (CSFM) Fire Prevention 1A (CSFM) Fire Prevention 1B (CSFM) Fire Prevention 1C (CSFM) Fire Prevention 2A (CSFM) Fire Prevention 2B (CSFM) Fire Prevention 2C (CSFM) Fire Prevention 2D OR (CSFM) Fire Inspector 1A (CSFM) Fire Inspector 1B (CSFM) Fire Inspector 1C (CSFM) Fire Inspector 1D (CSFM) Fire Inspector 2A (CSFM) Fire Inspector 2B (CSFM) Fire Inspector 2C OR (CSFM) Fire Inspector 1A (CSFM) Fire Inspector 1B (CSFM) Fire Inspector 1C (CSFM) Fire Inspector 1D (CSFM) Fire Inspector 2A (CSFM) Fire Inspector 2B (CSFM) Fire Inspector 2C (CSFM) Fire Inspector 2D Must also attend continuing education training as determined by the Fire Chief.	6% of the top step Firefighter base hourly rate if permanently assigned as a Fire Prevention Captain.
O. Paramedic Coordinator – When certified and assigned to Paramedic Coordinator.		
Fire Captain	Relevant and appropriate certification.	6% of the top step Firefighter base hourly rate if permanently assigned to Paramedic Coordinator.
P. Rescue Boat Captain – When certified and assigned to Rescue Boat Captain.		
Fire Captain	Relevant and appropriate certification.	6% of the top step Firefighter base hourly rate if permanently assigned to Rescue Boat Captain.

Classifications	Qualifying Certificates/Licenses	Rate
		<p>4.5% of the top step Firefighter base hourly rate if assigned as qualified relief for a Rescue Boat Captain.</p> <p>1.5% top step Firefighter as a per diem if temporarily assigned from qualified relief to work as a Rescue Boat Captain.</p>
<p>Q. Administrative Assignment - When regularly assigned to a non-platoon schedule in Fire Prevention, Community Services, Support Services, Operations, Disaster Management, or Administration.</p>		
<p>Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter</p>	<p>None</p>	<p>\$2.300 per hour</p> <p>\$400.00 Monthly Equivalent</p>
<p>R. Battalion Chief Certification Pay</p>		
<p>Battalion Chief</p>	<p>Effective the pay period that includes October 1, 2020, Battalion Chiefs possessing a certificate as defined in this Appendix for USAR, HAZMAT, ARFF, Fire Prevention, or Fire Boat, Operations will receive an additional pay as indicated.</p> <p>Battalion Chiefs will be eligible for pay for a maximum of one (1) certificate in the program areas indicated.</p>	<p>1.5% of top step Firefighter base hourly rate.</p>

APPENDIX "E"

CERTIFICATION PAY

Classifications	Description
Firefighter Fire Engineer	When possessing a certificate 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 base hourly amount equal to 1.5% of the top step Firefighter base 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 1.5% of the top step Firefighter base hourly rate for one (1) certificate only in an area unrelated to that assignment.
Fire Captain	When possessing a certificate 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 1.5% of the top step Firefighter base 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 1.5% of the top step Firefighter base hourly rate for one (1) certificate only in an area unrelated to that assignment.
Battalion Chief	When possessing a certificate for Strike Team Leader, will receive an additional base hourly amount equal to 1.5% of the top step Firefighter base hourly rate.

APPENDIX "F"

EDUCATION PAY

Classification	Degree	Description
Firefighter Fire Engineer Fire Boat Pilot Fire Captain Battalion Chief	Associate degree or equivalent	Each eligible employee who has obtained a degree of Associate of Arts, or sixty (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% of top step Firefighter base hourly rate.
Firefighter Fire Engineer Fire Boat Pilot Fire Captain Battalion Chief	Bachelor's degree	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% of top step Firefighter base hourly rate.
Firefighter Fire Engineer Fire Boat Pilot Fire Captain Battalion Chief	Master's degree	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% of top step Firefighter base hourly rate.

APPENDIX "G"

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH FIREFIGHTERS ASSOCIATION

PAID PARENTAL LEAVE

Subject to approval by City Council, the City of Long Beach proposes to implement the following paid parental leave policy effective the first full pay period of calendar year 2021 or upon implementation of the City's LB Coast HR system (whichever comes last):

The proposed policy institutes a new program offered by the City which provides 30 consecutive calendar days of Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

The leave must be taken in full day increments, and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave accruals.

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive calendar days in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligibility

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours – 4/10 shift / 192.0 hours – platoon shift) of Paid Parental Leave at employees adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two consecutive weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The 30 consecutive calendar days of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed 30 calendar days within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (I.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than 30 consecutive calendar days of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's 30 consecutive calendar days of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resource Department forms and provide all documentation as required by the Human Resource Department to substantiate the request.

- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, all parties agree to eliminate applicable provisions for the Preservation of Sick Leave (Vacation) During Extended Leave which states:

- *Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.*

This provision will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

APPENDIX “H”

**LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION**

VACATION ACCRUAL MAXIMUM

Subject to approval by City Council, and agreement with all other bargaining units the vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021 or upon implementation of the City’s LB Coast HR system (whichever comes first). The City will implement a maximum vacation accrual based on years of service completed as follows:

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual*
Upon hire through 4 years, 5 months	3.70	96.2	288.6
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3
19 years, 6 months or more	6.16	160.2	480.5

**Standard vacation accrual accruals only (not platoon schedule)*

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual*
Upon hire through 4 years, 5 months	5.55	144.0	439.9
4 years, 6 months through 11 years, 5 months	6.93	180.0	540.5
11 years, 6 months through 13 years, 5 months	7.39	192.0	576.4
13 years, 6 months through 17 years, 5 months	7.86	204.0	613.1
17 years, 6 months through 18 years, 5 months	8.31	216.0	648.2
18 years, 6 months through 19 years, 5 months	8.77	228.0	684.1
19 years, 6 months or more	9.24	240.0	720.7

**Vacation accruals (platoon schedule only)*

- A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

- B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- C. Employees will not be allowed to have negative vacation hours.
- D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

APPENDIX "I"

**LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION**

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021 or upon implementation of the City's LBCOAST HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

A. All employees on a regular/other in lieu holiday schedule will receive 14 eight-hour in lieu holidays (112 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and twenty-four (224) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing until the next pay period in which accrual balance is below two hundred and twenty-four (224) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	104.0	4.0	208.0
Effective 2021*	112.0	4.3	224.0

* Effective the first pay period of calendar year 2021

B. All employees on a four-ten (4/10) schedule will receive 14 ten-hour in lieu holidays (140 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two-hundred and eighty (280) hours. Should an employee be at the accrual maximum, no additional in lieu hours will be resume accruing until the next pay period in which accrual balance is below two-hundred and eighty (280) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
4/10 Schedule	130.0	5.0	260.0
Effective 2021*	140.0	5.3	280.0

* Effective the first pay period of calendar year 2021

C. All employees on a platoon (24-hour) schedule will receive 14 twelve-hour in lieu holidays (168 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at three-hundred and thirty-six (336) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing

until the next pay period in which accrual balance is below three-hundred and thirty-six (336) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Platoon Hours Accrued per pay period	Platoon Holiday Maximum Accrual
Platoon Schedule	156.0	6.0	312.0
Effective 2021*	168.0	6.4	336.0

* Effective the first pay period of calendar year 2021

D. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

APPENDIX "J"

**LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION**

**JOINT LABOR MANAGEMENT COMMITTEE
REGARDING BEHAVIORAL HEALTH SERVICES**

Within six (6) months of the adoption of the successor Memorandum of Understanding (MOU) or upon request, the parties commit to convene a Joint Labor Management Committee (JLMC) between the Department of Human Resources, Long Beach Firefighters Management and the Long Beach Firefighters Association (LBFFA) to discuss issues related to the behavioral health benefits and services provided by Employee Assistance Plan (EAP). All matters presented shall be given consideration, however, this does not serve as a commitment to implement any services or issues discussed or presented. The City and LBFFA agree that the goal of the JLMC is to improve behavioral health services available under the EAP and provided to LBFFA-represented employees.

APPENDIX "K"

**LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION**

PENSION COST SHARING REOPENER

During the term of the Memorandum of Understanding (MOU), the City and the Long Beach Firefighters Association (LBFFA) agree to engage in further discussions regarding pension obligations with the mutual goal of maintaining a competitive workforce and a viable pension system. The parties shall engage in an interactive process at these meetings seeking real solutions. No changes to the current term and conditions of employment may be made during the term of this MOU without the mutual agreement of the Association and the City.

APPENDIX "L"

**LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION**

ONE TIME AD HOC PAYMENT

Effective the pay period that includes October 1, 2020, a one-time ad hoc lump sum payment of \$2,000.00 to all permanent full-time represented classifications (excluding Fire Recruit and Fire Safety Specialist-NC) and outlined as follows:

1. The one-time ad hoc lump sum payment is in the sum of \$2,000.00 only and is not considered regular compensation and does not include any compensation items such as, but not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation or overtime.
2. The one-time payment shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.
3. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.