

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 RESOLUTION NO. RES-11-0122

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH APPROVING AN AMENDMENT TO
5 THE 2008-2013 MEMORANDUM OF UNDERSTANDING
6 WITH THE LONG BEACH FIREFIGHTER'S ASSOCIATION;
7 AND AUTHORIZING AND DIRECTING THE CITY
8 MANAGER TO EXECUTE SUCH AMENDMENT; AND
9 DIRECTING CERTAIN IMPLEMENTING AND RELATED
10 ACTIONS

11
12 WHEREAS, on the date of this resolution, the City Council has considered
13 an Amendment to the 2008-2013 Memorandum of Understanding with the Long Beach
14 Firefighter's Association; and

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

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

19 Section 1. That the Amendment to 2008-2013 Memorandum of
20 Understanding between the City of Long Beach and the Long Beach Firefighter's
21 Association, which is hereby incorporated by reference in this resolution as Exhibit "A", is
22 hereby approved, and the City Manager is hereby authorized to execute said Amendment
23 to Memorandum on behalf of the City and to implement, pursuant to Section 503 of the
24 Long Beach City Charter, all matters affecting compensation contained in and prescribed
25 by the Amendment to Memorandum as of the operative date of this resolution.

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

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

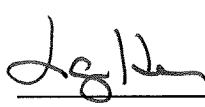
6 Section 3. This resolution shall take effect immediately upon its adoption
7 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

8 I hereby certify that the foregoing resolution was adopted by the City
9 Council of the City of Long Beach at its meeting of November 1, 2011, by the
10 following vote:

11 Ayes: Councilmembers: Garcia, DeLong, O'Donnell, Schipske,
12 Andrews, Johnson, Neal, Lowenthal.

13 _____
14 _____
15 Noes: Councilmembers: None.

16 _____
17 Absent: Councilmembers: Gabelich.
18 _____

19 _____
20 
21 _____
22 City Clerk

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Second Amendment to the
October 1, 2008 – September 30, 2013
Memorandum of Understanding between the Long Beach Firefighters
Association and the City of Long Beach

The City of Long Beach and the Long Beach Firefighters Association (“FFA”) agree to amend the January 1, 2008 to September 30, 2013 Memorandum of Understanding, which previously was amended by the parties on October 30, 2009 to extend the expiration date to September 30, 2014, as follows:

1. The Memorandum of Understanding will be extended for a period of two (2) years to expire on September 30, 2016. All existing terms and conditions set forth in that Memorandum of Understanding as previously amended shall remain unchanged for the term of the extended Agreement, unless amended by mutual agreement of the parties and except as modified below.
2. Article Five, Section I – Maintenance of Existing Retirement Provisions – shall be amended to read as follows:

Section I – Retirement Provisions

For members of the bargaining unit employed in those classifications (other than Fire Recruit) set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 3% at 50 pension formula 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.

The FFA agrees to a new formula of 2% at age 50 for members hired on or after the date the City's contract with CalPERS is amended. Employees hired on or after the date the City's contract with CalPERS is amended will have their final compensation based upon a three-consecutive year average as set forth in Government Code Section 20037.

As soon as the City's amended agreement with CalPERS is effective, each employee shall pay his/her 9% individual employee contribution to CalPERS.

3. Article Eight, Section I – Call Backs - shall be amended to read as follows:

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 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.

4. Article Nine, Section V – Term and Renegotiation -- , second paragraph, shall be amended to read as follows:

Article Nine, Section V – Term and Renegotiation

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, 2016, and no later than May 15, 2016.

5. Appendix A, Section III shall be amended to read as follows:

Section III- General Salary Increases


October 1, 2011
6.00% All Ranks

October 1, 2014
1.00% All Ranks

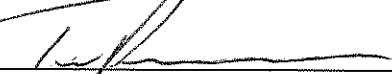
The parties agree to meet and confer in good faith on or after October 1 of each fiscal year during the term of the extension (FY15 - 10/01/2014-09/30/2015 and FY16 -10/01/2015-09-30/2016) upon provision of thirty (30) days notice by either party solely for the purpose of discussing wages and state law changes. Changes will only be made by mutual agreement of both parties.

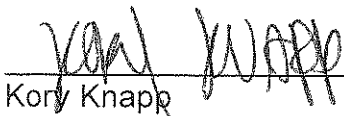
In witness thereof, the parties hereto have caused this Amendment to the Memorandum of Understanding to be executed this 31 day of October, 2011.

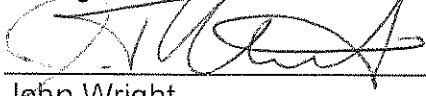
FOR THE LONG BEACH FIREFIGHTERS ASSOCIATION:


Rich Brandt, President
Firefighters Association


Rex Pritchard
Firefighters Association



Timothy Rassmussen
Firefighters Association


Kory Knapp
Firefighters Association

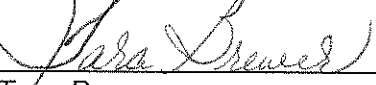

John Wright
Firefighters Association

Firefighters Association

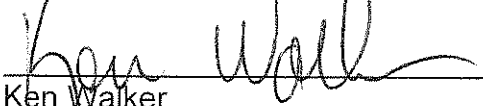
FOR THE CITY OF LONG BEACH:

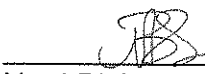

Patrick H. West
City Manager


Alan Patalano
Fire Chief


Tara Brewer
Personnel Analyst


Deborah R. Mills
Director of Human Resources


Ken Walker
Manager – Personnel Operations


Nani Blyleven
Administrative Analyst

APPROVED AS TO FORM AND RETURNED

November 10, 2011

ROBERT E. SHANNON, City Attorney

By 
CHRISTINA L. CHECEL
DEPUTY CITY ATTORNEY