

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

RESOLUTION NO. RES-08-0044

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH APPROVING THE
MEMORANDUM OF UNDERSTANDING WITH THE LONG
BEACH FIREFIGHTERS ASSOCIATION, AUTHORIZING
AND DIRECTING THE CITY MANAGER TO EXECUTE
SUCH AMENDMENT AND DIRECTING CERTAIN
IMPLEMENTING AND RELATED ACTIONS

WHEREAS, on the date of this resolution, the City Council has considered
the Memorandum of Understanding with the Long Beach Firefighters Association
governing January 1, 2008 to September 30, 2013 ("MOU"); and

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

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

Section 1. That the Memorandum of Understanding between the City of
Long Beach and the Long Beach Firefighters Association governing January 1, 2008 to
September 30, 2013, which is incorporated by reference in this resolution as Exhibit "A",
is hereby approved, and the City Manager is hereby authorized to execute said MOU 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 Memorandum of Understanding and this resolution, and to further

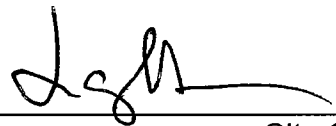
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1 cause such conforming amendments to be brought before the City Council and such
2 Boards and Commissions as may be required by law to act upon them, and the City
3 Attorney is requested to cooperate fully with the City Manager in order to cause the
4 required documents to be prepared as required by law and brought before the
5 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 May 6, 2008 by the
10 following vote:

11
12 Ayes: Councilmembers: B. Lowenthal, S. Lowenthal, DeLong,
13 O'Donnell, Schipske, Andrews,
14 Reyes Uranga, Lerch.
15 _____
16 Noes: Councilmembers: Gabelich.
17 _____
18 Absent: Councilmembers: None.
19 _____

20
21 
22 _____
23 City Clerk

24
25
26
27
28

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

and

**THE LONG BEACH FIREFIGHTERS
ASSOCIATION LOCAL 372**

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO**

JANUARY 1, 2008 to SEPTEMBER 30, 2013

Exhibit "A"

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I - Parties to Memorandum of Understanding

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

Section II - Recognition

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

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

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

Section III - Purpose

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

Section IV - Association Rights and Responsibilities

A. Dues and Benefit Deductions Program

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

appropriate Association official. For such purposes, the City shall charge the Association five and one-half cents (\$.055) per deduction.

The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

B. Association Representation Responsibilities

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

C. Board Member List

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

Section V - City Obligations and Responsibilities

A. City Obligations

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

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

B. Definition of City Obligations

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

Section VI - Strikes and Lockouts

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

ARTICLE TWO

SALARIES AND COMPENSATION

Section I - Listing of Positions and Rates of Pay

The classifications and rates of pay for positions in this unit for the term of the Agreement (January 1, 2008 through September 30, 2013) are set forth in Appendix A, and appropriate sections of the Salary Resolution.

Section II – Longevity Pay

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

(1) Effective January 1, 2008, ten percent (10%) of top step Firefighter base hourly rate for fifteen (15) years or more of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.

(2) Effective January 1, 2009, five percent (5%) of top step Firefighter base hourly rate for ten (10) years but less than fifteen 15 years of service as a Firefighter with the City of Long Beach will be added to the LBFFA member's hourly rate.

(3) 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) and (2) 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.

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

Section III - Administrative Assignment Pay

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

Firefighter Fire Engineer Fire Captain Battalion Chief	When regularly assigned to a non-platoon schedule in Fire Prevention, Community Services, Support Services, Operations, Disaster Management, or Administration will receive:				
	<table><tr><td>Monthly Hourly</td><td>Equivalent</td></tr><tr><td>2.300</td><td>400</td></tr></table>	Monthly Hourly	Equivalent	2.300	400
Monthly Hourly	Equivalent				
2.300	400				

Section IV - Skill Pay

A. Paramedic Skill Pay

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

Effective April 1, 2008, 17% of a top step Firefighter per hour.
Effective October 1, 2008, 16.5% of a top step Firefighter per hour.
Effective October 1, 2009 and thereafter, 16% of a top step Firefighter per hour.

B. Arson Investigator Skill Pay

Firefighter Fire Captain Fire Engineer	When certified, as defined in Appendix C, and permanently assigned to perform the full duties of an Arson Investigator:
--	---

Effective April 1, 2008, 17% of a top step Firefighter per hour.
Effective October 1, 2008, 16.5% of a top step Firefighter per hour.
Effective October 1, 2009 and thereafter, 16% of a top step Firefighter per hour.

C. Fire Boat Operations

Fire Boat Operator	Effective April 1, 2008 when in possession of a valid 100-ton license and regularly assigned to operating a fire boat:	
	<u>Hourly</u>	<u>Monthly Equivalent</u>
	2.300	400
Fire Engineer	Effective April 1, 2008 when regularly assigned to a fire boat as an Engineer:	
	<u>Hourly</u>	<u>Monthly Equivalent</u>
	0.920	160

Effective January 1, 2010, there will be a re-opener limited to the Fire Boat program mission, productivity standards and compensation. A joint labor/management committee will develop and implement standards for duties, responsibilities and required certifications needed by program personnel prior to this re-opener. Unless otherwise agreed, any agreed upon changes shall become effective April 1, 2010.

D. Emergency Apparatus

Fire Engineer	When regularly assigned to an apparatus other than a single function fire boat and in possession of the required California State Emergency Apparatus Operator's License:	
	<u>Hourly</u>	<u>Monthly Equivalent</u>
	.173	30

E. Prevention

Firefighter
Fire Engineer

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

F. Urban Search And Rescue (USAR)

1. Effective April 1, 2008, when certified, as defined in Appendix C, and

permanently assigned to the Urban Search and Rescue program station shall be paid an additional hourly amount equal to 6% of the top step Firefighter hourly rate.

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

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

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

G. Hazardous Materials (HAZMAT)

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

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

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

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

H. Aircraft Rescue and Fire Fighting (ARFF)

1. Effective April 1, 2008, when certified, as defined in Appendix C, and permanently assigned to the ARFF program station shall be paid an additional hourly amount equal to 5% of the top step Firefighter hourly rate.

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

3. Effective April 1, 2008, when certified, as defined in Appendix C, and temporarily assigned from qualified relief to the ARFF station will receive 0.5% of top step Firefighter as a per diem.

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

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

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

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

Section V – Certification Pay

Firefighter
Fire Engineer

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

Fire Captain

Effective October 1, 2009, when possessing a

certificate, as defined in Appendix C, for USAR, HAZMAT, ARFF, Fire Prevention, 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 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 hourly rate for one (1) certificate only in an area unrelated to that assignment.

Battalion Chief Effective October 1, 2009, when possessing a certificate for Strike Team Leader will receive an additional hourly amount equal to 1.5% of the top step Firefighter hourly rate.

Section VI - Education Pay

A. Associate degree or equivalent

The amounts indicated below shall be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, Fire Captain, and Battalion Chief who has obtained a degree of Associate of Arts, or 60 or more equivalent semester units in courses in fire science, administration, and similar approved fields, from an accredited institution,

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.725	300

B. Bachelors degree

The amounts indicated below shall be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, 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.

<u>Monthly Hourly</u>	<u>Equivalent</u>
2.012	350

C. Masters degree

The amounts indicated below will be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, Fire Captain, and Battalion Chief who has obtained a Masters Degree from an accredited college or university in Fire Science, Administration and similar approved fields.

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.30	400

Section VII – Bilingual Pay

Bilingual skill pay will be available to all classifications covered by this agreement who are certified by the Civil Service Commission as having oral bilingual skills of a language predominantly spoken by the residents of the City 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 skill pay for American Sign Language will only be paid to members who interact with the public in person, face to face.

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

Section VIII – Option to Negotiate

On October 1, 2012 the Association has the option to negotiate with respect to two subjects (economic or no-economic) that are not included in the total compensation formula described in Appendix A and Appendix B.

ARTICLE THREE

PAID TIME BENEFITS

Section I - Death or Illness in the Immediate Family

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

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

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

Section II - Holidays

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

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

Subject to the provisions of the Personnel Ordinance, Firefighters on platoon duty will be on a holiday in-lieu schedule. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 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 above. The Union will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of 13 holidays.

Section III - Jury Duty

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

ARTICLE FOUR

HEALTH, DENTAL AND LIFE INSURANCE BENEFITS

Section I - Health, Dental and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, up to \$796 per month for employees in permanent full-time positions.
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 January 1, 2009, and 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:

On January 1st of 2009, 2010, 2011, 2012, and 2013 employees 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.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

- C. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health insurance plans.

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period January 1, 2009 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's

recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

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

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

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

Said premium payment shall continue until:

- A. The spouse remarries.
- B. A dependent child becomes 19 or is no longer a full time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Retirement by December 31, 2008

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

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

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

A Upon retirement from the City, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:

1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement and in January of each subsequent calendar year, from the employee's unused sick leave account, until the funds in the account are exhausted:
 - a. The total amount of health and/or dental insurance premiums based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.
 - b. The City will deposit \$1,200 per year, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

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

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

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

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

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

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

Section V – Wellness Program

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

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

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

There will be a limited re-opener on April 1, 2010 to re-evaluate the pay level for

the wellness achievement pay which will be based on a review of the organizational health and productivity metrics, which may include sick leave usage and work related injury claims.

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

ARTICLE FIVE

RETIREMENT

Section I - Maintenance of Existing 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 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.

The City shall contribute on behalf of each bargaining unit member, a maximum of seven ninths (7/9) of his/her nine percent (9%) individual employee contribution.

Each employee in the classification of Fire Recruit shall contribute 2% of his/her pensionable income towards the individual employee contribution. The City shall pick-up the remaining employee contribution.

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deduction for employee contributions shall resume as prescribed above.

Section II – Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

In accordance with Government Code Section 20636 (c), (4), pursuant to Section 20691, the City has enacted a Resolution that designates EPMC as compensation earnable and report it as such to PERS.

Section III – Re-Opener – DROP

In the event the Governor of the State of California signs legislation providing for a DROP program, the City of Long Beach will agree to open negotiations on this matter.

ARTICLE SIX

OTHER BENEFITS AND CONDITIONS

Section I - Uniform Replacement

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

Section II - Stand-by Pay

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

Section III – Certification

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

Section IV - Union Time Off

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

In addition to the 1,000 hours of release time allotted to the Association, bargaining unit

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

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

Section V – Court Appearances (Subpoenas)

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

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

Court Appearance:

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

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

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

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

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

Section VI – Post Accident Drug and Alcohol Testing Program

The City and 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 of the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;
- E. Person(s) contacted at the informal stage;
- F. Statement of the corrective action desired.

Section V – Formal Procedure

A. Step One – Battalion Chief

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

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

B. Step Two – Assistant Chief/Deputy Chief

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

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

C. Step Three – Fire Chief or Designee

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

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

D. Step Four – Human Resources or Designee

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

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

E. Step Five – City Manager or Designee

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

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

F. Step Six – Arbitration

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

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

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

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

Section VI-General Provisions

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

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

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

ARTICLE EIGHT

HOURS OF WORK

Section I - Call Backs

For the purpose of maintaining a minimum staffing program, paid call backs shall be utilized to maintain a minimum on-duty manpower status of 137 POST positions assigned to the Fire Suppression Division for the term of this Agreement. 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.

In the event of station and/or equipment additions or reductions, the POST position allocation of 137 positions will be increased or decreased accordingly. However, the Fire Chief shall determine how to maintain 137 on-duty Firefighters in the Fire Suppression Division. He shall fill any vacant positions by using available volunteer call-back personnel, hiring additional employees, ordering employees to work extra shifts or staffing below the 137 level.

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 137 POST positions can be staffed.

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

Section II - Overtime

Overtime for Firefighters on Platoon Duty

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

Overtime Defined

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

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

Section III – Payment for Overtime

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

A. Payoff of Overtime

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

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

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

B. Banked Time Off

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

Section IV - Fair Labor Standards Act

A. Hours of Work - Work Cycle

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

B. Work Shift

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

C. FLSA Non-work Time

Examples of non-work time pursuant to the FLSA (paid leaves of absence, vacation, sick leave, holiday leave, other paid or unpaid absences).

D. Shift Trades

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

E. Early Relief

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

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

Section V - Exemptions from the Provisions of the FLSA

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

ARTICLE NINE

GENERAL PROVISIONS

Section I - Intent of the Parties

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

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

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

Section II - Support of Agreement

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

Section III - Separability

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

Section IV - Ratification and Implementation

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

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

Section V - Term and Renegotiation

All terms and Conditions of the existing Memorandum of Understanding unless and except as amended by mutual agreement, will remain in full force and effect through and including September 30, 2013. 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, 2013, and no later than May 15, 2013.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2008.

FOR THE FIREFIGHTERS' ASSOCIATION:

RICH BRANDT, President
Firefighters' Association

TIM RASMUSSEN
Firefighters' Association

MIKE DUREE
Firefighters' Association

TONY MARTINECK
Firefighters' Association

SCOTT GILES
Firefighters' Association

REX PRITCHARD
Firefighters' Association

FOR THE CITY OF LONG BEACH:

PATRICK WEST
City Manager

DAVID ELLIS
Fire Chief

SUZANNE R. MASON
Director, Human Resources

JEFFREY REEB
Deputy Fire Chief

KENNETH WALKER
Manager-Personnel Operations

ROBERT ESPINOSA
Assistant Fire Chief

STEPHANIE KEMP
Personnel Analyst

GRACE HONG
Management Assistant

APPROVED AS TO FORM

ROBERT SHANNON, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS AND SALARY INCREASES

Section I - Classifications Represented

- A. Firefighters - Basic Unit
- Firefighter
 - Fire Boat Operator
 - Fire Engineer
 - Fire Recruit
 - Fire Safety Specialist - NC
- B. Firefighters - Supervisory Unit
- Fire Captain
 - Battalion Chief

Section II – Entry Step for Fire Recruit

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

Section III – General Salary Increases

January 1, 2008

All ranks will receive a 1% General Salary increase.

April 1, 2008

All ranks will receive a 2% General Salary increase.

October 1, 2008

The ranks of Firefighter, Battalion Chief, and Fire Safety Specialist-NC will receive a 3% General Salary increase.

October 1, 2009

The following ranks will receive the following General Salary increases:

- Firefighter - 2.9%
- Fire Captain - 1.5%
- Fire Boat Operator - 2.84%
- Fire Engineer - 2.84%
- Battalion Chief - 8.8%
- Fire Safety Specialist-NC - 2.9%

October 1, 2010

Adjustments will be made to each rank as necessary to bring total compensation to within 2% below the true median as defined below as of August 2010, with a minimum of 2% and a cap of 6%.

October 1, 2011

Adjustments will be made to each rank as necessary to bring total compensation to the true median as of August 2011, with a minimum of 2% and a cap of 6%.

October 1, 2012

Adjustments will be made to each rank as necessary to bring total compensation to the true median as of August 2012, with a minimum of 2% and a cap of 6% of the annualized cost.

Section IV – True Median Calculation and Total Compensation Definition

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

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

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

comparable agencies used to determine salary adjustments for the 2008 to 2013 Memorandum of Understanding. They were used by the parties to ascertain total compensation as of 2008 and will serve as examples of calculating median for the October 1, 2010, 2011 and 2012 adjustments.

APPENDIX B – TOTAL COMPENSATION

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
SUMMARY SHEET

Standard-10 Survey Agencies
 Maximum monthly amounts
 Data effective August 2008

CLASSIFICATION	BASE SALARY			BASE SALARY + E'er PICKUP*			TOTAL COMPENSATION**		
	LONG BEACH		MARKET	LONG BEACH		MARKET	LONG BEACH		MARKET
	RANK	MAXIMUM	MEDIAN	RANK	MAXIMUM	MEDIAN	RANK	MAXIMUM	MEDIAN
Fire Fighter	10	5,713	6,353	10	6,113	6,574	11	6,496	7,821
Firefighter/Paramedic	9	6,717	7,372	10	7,187	7,650	11	7,571	8,910
Fire Engineer	9	6,717	7,372	9	7,187	7,672	11	7,571	8,762
Fire Captain	7	8,172	8,631	8	8,744	9,033	11	9,127	10,302
Battalion Chief	10	9,488	11,496	10	10,152	11,927	11	10,536	12,829
OVERALL MARKET Average									
			-11.5%						
									-8.3%
									-17.7%

NOTES:

* Base Salary + Employer Pickup of the employee contribution rate less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)
 ** Total Compensation: Includes maximum base salary, and the employer contributions for uniform allowance, EMT (Emergency Medical Training certificate), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employee retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
FIREFIGHTER

Maximum Monthly Amounts
 Data effective as of August 2008

AGENCY	BASE SALARY	UNIFORM ALLOWANCE	EMT	BA/BS DEGREE	LONGEVITY Maximum	WELLNESS	RETIREMENT		DEFERRED COMP	RETIREE HEALTH	TOTAL COMP***	RANK
							Ever PICKUP*	Fee COST SHARING**				
ANAHEIM	6,695	42	0	502	0	0	0.00%	-1.365%	0	0	7,140	10
GLENDALE	7,690	67	0	200	0	0	0.00%	-1.500%	0	0	7,837	5
HUNTINGTON BEACH	5,930	13	0	356	445	0	6.75%	0	0	0	7,198	9
LOS ANGELES	6,544	61	423	225	520	0	0.00%	0	0	0	7,772	7
LOS ANGELES COUNTY	6,229	83	713	0	528	187	2.96%	0	306	0	8,276	2
ORANGE COUNTY	6,124	0	306	459	0	0	12.28%	0	0	69	7,805	6
PASADENA	6,515	0	261	275	0	0	9.00%	0	0	195	7,881	4
SANTA ANA	5,876	0	0	925	0	0	9.00%	0	0	103	7,516	8
SANTA MONICA	6,476	105	450	500	0	300	9.00%	0	0	142	8,678	1
TORRANCE	4,796	13	120	576	1,631	0	9.00%	0	137	0	7,914	3
LONG BEACH	5,713	8	0	350	0	0	7.00%	0	0	0	6,496	11
AVERAGE	6,288										7,802	
\$ Difference-Average	-575										-1,305	
% Difference-Average	-10.1%										-20.1%	
MEDIAN	6,353										7,821	
\$ Difference-Median	-640										-1,325	
% Difference to Reach Median	-11.2%										-20.4%	
Long Beach Ranking	10										11	

NOTES:

* Employer Pickup: Employer pickup of the employee retirement contribution rate applied towards all pension based compensation (i.e., base salary and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, and wellness program)

** Employee cost sharing of enhancement for retirement formula (e.g., 3% @ 50)

*** Total Compensation: Includes maximum base salary, and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employees retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
FIREFIGHTER/PARAMEDIC
 Maximum Monthly Amounts
 Data effective as of August 2008

AGENCY	BASE SALARY	UNIFORM ALLOWANCE	EMT	BA/BS DEGREE	LONGEVITY Maximum	WELLNESS	RETIREMENT		DEFERRED COMP	RETIREE HEALTH	TOTAL COMP***	RANK
							E'ER PICKUP*	E'EE COST SHARING**				
ANAHEIM	7,699	42	0	502	0	0	0.00%	-1.365%	0	0	8,131	10
GLENDALE	8,920	67	0	200	0	0	0.00%	-1.500%	0	0	9,049	3
HUNTINGTON BEACH	6,922	13	0	415	519	0	6.75%	0	0	0	8,400	8
LOS ANGELES	7,705	61	423	259	520	0	0.00%	0	0	0	8,968	4
LOS ANGELES COUNTY	7,329	83	713	0	528	187	2.96%	0	306	0	9,409	2
ORANGE COUNTY	7,042	0	306	528	0	0	12.28%	0	0	69	8,913	5
PASADENA	7,415	0	0	275	0	0	9.00%	0	0	195	8,578	7
SANTA ANA	6,638	0	0	925	0	0	9.00%	0	0	116	8,360	9
SANTA MONICA	7,512	105	450	500	0	300	9.00%	0	0	142	9,807	1
TORRANCE	5,707	13	120	576	1,631	0	9.00%	0	137	0	8,907	6
LONG BEACH	6,717	8	0	350	0	0	7.00%	0	0	0	7,571	11
AVERAGE	7,289										8,852	
\$ Difference-Average	-572										-1,281	
% Difference-Average	-8.5%										-16.9%	
MEDIAN	7,372										8,910	
\$ Difference-Median	-655										-1,339	
% Difference to Reach Median	-9.8%										-17.7%	
Long Beach Ranking	9										11	

NOTES:

* Employer Pickup: Employer pickup of the employee retirement contribution rate applied towards all pension based compensation (i.e., base salary and employer contributions for uniform allowance EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, and wellness program)

** Employee cost sharing of enhancement for retirement formula (e.g., 3% @ 50)

*** Total Compensation: Includes maximum base salary, and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employees retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
FIRE ENGINEER

Maximum Monthly Amounts
 Data effective as of August 2008

AGENCY	BASE SALARY	UNIFORM ALLOWANCE	EMT	BA/BS DEGREE	LONGEVITY Maximum	WELLNESS	E'ER PICKUP*	RETIREMENT E'EE COST SHARING**	DEFERRED COMP	RETIREE HEALTH	TOTAL COMP***	RANK
ANAHEIM	7,532	42	0	566	0	0	0.00%	-1.365%	0	0	8,028	10
GLENDALE	8,767	67	0	200	0	0	0.00%	-1.500%	0	0	8,898	4
HUNTINGTON BEACH	6,921	13	0	415	519	0	6.75%	0	0	0	8,399	8
LOS ANGELES	7,705	61	444	244	0	0	0.00%	0	0	0	8,455	7
LOS ANGELES COUNTY	7,420	83	850	0	0	223	2.96%	0	340	0	9,170	2
ORANGE COUNTY	6,869	0	306	515	0	0	12.28%	0	0	69	8,704	6
PASADENA	7,323	0	293	275	0	0	9.00%	0	0	220	8,821	5
SANTA ANA	6,478	0	0	1,021	0	0	9.00%	0	0	113	8,287	9
SANTA MONICA	7,693	105	450	500	0	300	9.00%	0	0	142	10,004	1
TORRANCE	5,552	13	120	666	1,888	0	9.00%	0	137	0	9,117	3
LONG BEACH	6,717	8	0	350	0	0	7.00%	0	0	0	7,571	11
AVERAGE	7,226										8,788	
\$ Difference-Average	-509										-1,218	
% Difference-Average	-7.6%										-16.1%	
MEDIAN	7,372										8,762	
\$ Difference-Median	-655										-1,192	
% Difference to Reach Median	-9.7%										-15.7%	
Long Beach Ranking	9										11	

NOTES:

* Employer Pickup: Employer pickup of the employee retirement contribution rate applied towards all pension based compensation (i.e., base salary and employer contributions for uniform allowance EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, and wellness program)

** Employee cost sharing of enhancement for retirement formula (e.g., 3% @ 50)

*** Total Compensation: Includes maximum base salary, and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employees retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
FIRE CAPTAIN

Maximum Monthly Amounts
 Data effective as of August 2008

AGENCY	BASE SALARY	UNIFORM ALLOWANCE	EMT	BA/BS DEGREE	LONGEVITY Maximum	WELLNESS	RETIREMENT		DEFERRED COMP	RETIREE HEALTH	TOTAL COMP***	RANK
							E'er PICKUP*	E'ee COST SHARING**				
ANAHEIM	8,918	42	0	447	0	0	0.00%	-1.365%	0	0	9,278	10
GLENDALE	10,320	67	0	200	0	0	0.00%	-1.500%	0	0	10,428	5
HUNTINGTON BEACH	7,960	13	0	478	597	0	6.75%	0	0	0	9,658	8
LOS ANGELES	9,567	61	498	302	0	0	0.00%	0	0	0	10,428	4
LOS ANGELES COUNTY	8,775	83	1,005	0	0	264	2.96%	0	402	0	10,828	2
ORANGE COUNTY	8,044	0	306	603	0	0	12.28%	0	0	69	10,122	7
PASADENA	8,488	0	340	275	0	0	9.00%	0	0	255	10,177	6
SANTA ANA	7,535	0	0	1,190	0	0	9.00%	0	0	132	9,642	9
SANTA MONICA	9,114	105	450	500	0	300	9.00%	0	0	142	11,553	1
TORRANCE	6,427	13	120	771	2,185	0	9.00%	0	137	0	10,510	3
LONG BEACH	8,172	8	0	350	0	0	7.00%	0	0	0	9,127	11
AVERAGE	8,515										10,262	
\$ Difference-Average	-343										-1,135	
% Difference-Average	-4.2%										-12.4%	
MEDIAN	8,631										10,302	
\$ Difference-Median	-459										-1,175	
% Difference to Reach Median	-5.6%										-12.9%	
Long Beach Ranking	7										11	

NOTES:

* Employer Pickup: Employer pickup of the employee retirement contribution rate applied towards all pension based compensation (i.e., base salary and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, and wellness program)

** Employee cost sharing of enhancement for retirement formula (e.g., 3% @ 50)

*** Total Compensation: Includes maximum base salary, and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employees retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

City of Long Beach
FIRE TOTAL COMPENSATION SURVEY
BATTALION CHIEF
 Maximum Monthly Amounts
 Data effective as of August 2008

AGENCY	BASE SALARY	UNIFORM ALLOWANCE	EMT	BA/BS DEGREE	LONGEVITY Maximum	WELLNESS	RETIREMENT		DEFERRED COMP	RETIREE HEALTH	TOTAL COMP***	RANK
							E'ER PICKUP*	E'EE COST SHARING**				
ANAHEIM	11,922	0	0	0	0	0	0.00%	-1.365%	0	0	11,760	8
GLENDALE	12,878	83	0	200	0	38	0.00%	-1.500%	0	150	13,151	4
HUNTINGTON BEACH	10,681	0	0	0	0	0	6.75%	0	0	0	11,402	10
LOS ANGELES	11,748	82	353	235	0	0	0.00%	0	0	0	12,419	7
LOS ANGELES COUNTY	11,766	83	414	0	0	353	2.96%	0	501	0	13,491	3
ORANGE COUNTY	10,771	0	0	539	0	0	12.28%	0	0	69	12,768	6
PASADENA	11,414	0	457	275	0	0	9.00%	0	0	342	13,582	2
SANTA ANA	10,506	0	0	0	0	0	9.00%	0	105	184	11,740	9
SANTA MONICA	11,578	105	0	500	0	300	9.00%	0	0	142	13,748	1
TORRANCE	7,923	13	120	951	2,694	0	9.00%	0	137	0	12,891	5
LONG BEACH	9,488	8	0	350	0	0	7.00%	0	0	0	10,536	11
AVERAGE	11,119										12,695	
\$ Difference-Average	-1,631										-2,160	
% Difference-Average	-17.2%										-20.5%	
MEDIAN	11,496										12,829	
\$ Difference-Median	-2,008										-2,294	
% Difference to Reach Median	-21.2%										-21.8%	
Long Beach Ranking	10										11	

NOTES:

* Employer Pickup: Employer pickup of the employee retirement contribution rate applied towards all pension based compensation (i.e., base salary and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, and wellness program)

** Employee cost sharing of enhancement for retirement formula (e.g., 3% @ 50)

*** Total Compensation: Includes maximum base salary, and employer contributions for uniform allowance, EMT (Emergency Medical Technician), BA/BS degree, maximum longevity, wellness program, deferred compensation, retiree health insurance, and employer pickup of the employees retirement contribution less any employee cost sharing for their formula enhancement (e.g., 3% @ 50)

APPENDIX C

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

Arson Skill/Certification Pay

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

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

Fire Prevention Skill Pay and Certification Pay (Captains only)

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

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

Attend continuing education training as determined by the Fire Marshall.

Fire Prevention Certification Pay (Firefighters and Fire Engineers only)

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

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

Attend continuing education training as determined by the Fire Marshall.

Public Information Officer Skill/Certification Pay

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

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

Hazardous Materials Skill/Certification Pay

Assigned to the program/station or as a qualified relief

- California State Fire Marshal's Hazardous Materials Specialist Certification

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

- California State Fire Marshal's Hazardous Materials Specialist Certification

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

Urban Search and Rescue Skill/Certification Pay

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

Assigned to the program station

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

Certified or qualified relief:

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

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

Training Captain Skill/Certification Pay

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

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

Aircraft Rescue and Fire Fighting Skill/Certification Pay

Assigned to the program/station or as a qualified relief

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

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

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